

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Garbage Collection Unit

August 24, 2020 through August 23, 2025

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ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement became effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least sixty (60) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II- RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing; and those who are not members on the effective date of this Agreement shall, on or immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective date shall, on or immediately after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B) The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing, provided the employee has failed to pay dues and initiation fees required for membership. The Union agrees to hold Employer harmless from any financial liability whatsoever should the Union exercise its right under this section.

C) The Employer shall, upon proper authorization, deduct the dues of each member and shall deduct the initiation fee of each new employee and shall remit the same to the Union. The dues deduction of each member shall be deducted on the second pay period of each month.

D) The Union shall provide the Employer with properly executed authorizations for deductions. Such authorizations shall be approved in advance by the Employer.

Section 2 – Hiring

- A) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.
- B) When the Company requires the hiring of additional permanent employees under this Agreement, the Employer agrees to provide preferential consideration to applicants who have previously demonstrated their competency, efficiency, skill and ability to be satisfactory (of which the Employer shall be the sole judge) for the work and position available. The Union shall have a reasonable opportunity to refer applicants for vacancies.
- C) The Employer agrees to inform the Union of new hires within five (5) days after a new hire has been put to work, providing the Union with the employee's name, classification, rate of pay and date of hire.
- D) The Employer agrees to provide the Union a list of the employees covered by this Agreement upon execution thereof and subsequently upon request in writing, but not more frequently than semi-annually.

Section 3 – Payroll Deduction

- A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.
- B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.
- C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

- A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All

management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 3 – Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any dispute under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist with the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss

of seniority, entitling him/her upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make a very good faith effort to end such activity.

C) Any employee(s) participating in any activity described herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket established by the Union and/or sanctioned by Teamsters Joint Council No.7) at any property other than an Allied Waste property or facility. Should, under the foregoing conditions, an employee refuses to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII – WAGES AND HOURS

Section 1 – Wages

The wages are as listed below:

	<u>8/24/2020</u>	<u>8/24/2021</u>	<u>8/24/2022</u>	<u>8/24/2023</u>	<u>8/24/2024</u>
Driver	\$36.54	\$37.54	\$38.54	\$39.54	\$40.54
Helper	\$36.16	\$37.16	\$38.16	\$39.16	\$40.16
Casual	\$32.85	\$33.85	\$34.85	\$35.85	\$36.85
Front End Loader	\$36.54	\$37.54	\$38.54	\$39.54	\$40.54
Roll-Off Driver	\$36.98	\$37.98	\$38.98	\$39.98	\$40.98
Sweeper	\$36.54	\$37.54	\$38.54	\$39.54	\$40.54

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 – Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 – Bargaining Unit Work

The Company will not contract bargaining unit work. Temporary employees may be used in cases of staffing shortages or emergencies. The Company will not use temporary employees to diminish the collective bargaining unit.

Section 4 – Starting Times

- A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.
- B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.
- C) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission of his dispatcher.
- D) The Company shall post an accurate and current scheduled start time for each driver. If a driver is assigned a new permanent start time, forty-eight (48) hours' notice will be given, provided that this forty-eight (48) hours' notice is not required with respect to relief drivers or reassignments.

Section 5 – Hours

- A) All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days. A driver who vacates a route that is changed from Monday through Thursday to include a weekend day shall have the right to bump the most junior driver assigned to a route within the applicable line of business and labor agreement. Routes other than Monday through Friday will be posted and bid.
- B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.
- C) In order to lessen fatigue, all drivers must take an interrupted meal period of at least thirty (30) minutes each day. All drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.
- D) Drivers shall be allowed to go home after completion of their route unless the Company, at its discretion, requires that they assist in running other garbage or recycle routes or in performing other garbage or recycle work. In the event the Company requires the assistance of garbage drivers to perform work in the Recycling Division after completion of their regular routes, the Company will post a volunteer list for garbage drivers willing to perform recycle work. Such reassignments will first go to volunteers on the volunteer list in seniority order. The Company will determine the number of volunteers needed to perform the recycle work. In the event that garbage drivers are required to assist the running of other garbage or recycle routes, those drivers will be paid at a rate of time and one-half (1½) for work performed on the reassigned route.

The Company will pay reassignment when the driver is assigned work in addition to their regular route. The Company may determine when the additional work is to be performed and will compensate the driver at one and one-half (1½) times their regular rate for time spent on the additional work. The Company will attempt to spread such additional work among all drivers.

Daily open routes (i.e., shorter than five (5) consecutive workdays) will be posted for bid ten (10) minutes before the start time and will be awarded to available qualified relief drivers (i.e., a driver who does not have a bidded route) in seniority order. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Temporary route vacancies of five (5) consecutive work days or longer (i.e., Monday – Friday) will be posted for bid each week ten (10) minutes before the start time and will be filled in seniority order, so long as the employee is qualified to perform the work. Employees who bid on a temporary route vacancy and are assigned to a temporary route assignment shall remain on such assignment until the end of the five (5) consecutive day period or until the permanent route driver returns to work, whichever comes first. If such drivers are removed from their temporary bidded route and placed on a different route, they shall be paid reassignment for the entire day.

A driver with a bidded route will not be removed from their bidded route unless there is no other available employee to perform the needed work.

E) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

Section 6 – Casuals

A) The Company may hire up to five (5) casual employees in order to cover employee absences and to handle temporary increases in the workload. Individuals hired on a casual basis will be paid eighty-five percent (85%) of the full helper rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee. Casual employees cannot work for a period of over six (6) consecutive months.

B) With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. Casual employees are guaranteed eight (8) hours for each day worked, but are not guaranteed forty (40) hours per week.

C) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 7 – Higher Wages

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who start work at 12:00 PM or anytime thereafter shall receive a shift premium of twenty-five cents (\$0.25) per hour over the wage scale.

Section 8 – Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.

C) Employees called for work on Sunday to perform route work shall be guaranteed eight (8) hours pay at the rate of double (2) time.

D) Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours, the employee will be guaranteed eight (8) hours pay.

E) Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.

F) If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.

G) Overtime must be worked in accordance with the Company's assignment or prior authorization. An employee must obtain permission from the Company before performing pick-ups for another driver or going to dump with less than a one-fourth (¼) load after 3:00 p.m. and must notify the Company when his/her route is complete.

Section 9 – Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid on the paycheck following notice of error.

Section 10 – Helper

A) It is understood that a helper shall driver a truck upon which he/she is working over the route assigned insofar as such driving is necessary to best carry out the work then being done by him/her and the regular driver of said truck.

B) A helper that assumes the driver's responsibility in his/her absence, *i.e.*, vacation, illness, failure to report to work, injury or emergency, will receive driver's pay for hours worked as a driver that day.

ARTICLE VIII – VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2

A) Vacation pay shall be computed at fifteen percent (15%) over and above the employee's normal rate of pay. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

B) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed to by the Company and the Union.

C) However, employees eligible for two (2) weeks of vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.

D) Each month the Employer will post open vacation for the following month, to be bid by seniority.

E) Vacation calendars shall be posted weekly and updated during the selection process. At the end of the selection process, a final calendar shall be posted for display to the entire work group.

F) A combined total of eleven (11) Garbage and Recycle drivers is the maximum allowed on vacation per week, to be bid by seniority among both bargaining units, and to be awarded by seniority among both bargaining units. Garbage vacations will be bid and awarded in seniority order without regard to line of business.

Section 3 – Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4

A) All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

B) Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 – Vacation Selection Procedure

A) The vacation schedule shall be posted by December 1st of the year preceding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty (20) by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.

B) Vacations must be taken in no less than one-week increments.

C) The Company retains the right to place a reasonable restriction on the number of employees to be off at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 – Holiday Falling During Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

ARTICLE IX – HOLIDAYS

A) The following days have been agreed upon as paid holidays:

- | | |
|---------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | Employee's Birthday |
| Two (2) Floating Holidays | |

B) These twelve (12) days shall be paid at the rate of eight hours straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2 1/2) for all hours worked. Employees that work a holiday and qualify for holiday pay under paragraph E below shall be guaranteed eight (8) hours pay for the holiday worked.

C) The employee must provide at least two (2) weeks' notification in advance of the day to be taken off as a floating holiday, and the particular day to be taken off is subject to the Company's approval. If the

Company does not respond to the request within seven (7) calendar days, the employee is granted the requested time off.

D) The employee's individual birthday shall be considered and treated as a national holiday and, if worked, the employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E) An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F) New employees shall not become eligible for the birthday holiday or the floating holiday until they have completed one hundred twenty-six (126) days of service in the garbage contract. The floating holiday shall be taken at a date mutually agreed upon between the Company and the employees.

G) An employee's birthday shall be treated as any other holiday except when the employee's birthday falls on another holiday Monday through Friday, he/she will receive two (2) days' pay for the holiday and will not be allowed to work.

ARTICLE X – SENIORITY

Section 1 – Seniority

In order to obtain seniority, an employee must have worked ninety (90) calendar days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) calendar day and twelve (12) month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee. The probationary period is waived for any regular (*i.e.*, non-probationary) recycle driver who transfers directly from Recycle to Garbage.

Section 2 – Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Employee must be qualified on the equipment. The qualification requirements and rate of pay for job openings shall be posted for five (5) working days and drivers awarded new routes will be placed on those routes within ten (10) working days of the award. All routes will be posted for bid whenever a permanent vacancy occurs. A permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Daily open routes (*i.e.*, shorter than five (5) consecutive workdays) will be posted for bid ten (10) minutes before the start time and will be awarded to available qualified relief drivers (*i.e.*, a driver who does not have a bidded route) in seniority order. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Temporary route vacancies of five (5) consecutive work days or longer (*i.e.*, Monday – Friday) will be posted for bid each week ten (10) minutes before the start time and will be filled in seniority order, so long as the employee is qualified to perform the work. Employees who bid on a temporary route vacancy and are assigned to a temporary route assignment shall remain on such assignment until the end of the five (5) consecutive day period or until the permanent route driver returns to work, whichever comes first. If such drivers are removed from their temporary bidded route and placed on a different route, they shall be paid reassignment for the entire day.

In the event that there is a temporary reduction of work for bidded roll-off routes, roll-off drivers normally working those routes will be bumped down to the relief pool in reverse seniority order.

Section 3 – Layoffs

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. Senior, qualified employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 4 – Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition, shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available. All permanent job vacancies will be bid in seniority order among qualified employees.

Section 5 – Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of six (6) months, except to exercise seniority to qualify for a higher paid position.

Section 6 – Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referred to above, if required. If no probationary period is required, seniority will be established upon commencement of work as a garbage driver. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Qualified recycling employees will move up into the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Employees that bid into the Recycling unit will establish their seniority date for bidding and layoff purposes upon commencement of work as a recycling driver. Such employees shall retain their Company seniority for fringe benefits under this Agreement.

Section 7 – Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

Section 8 – Seniority List

Valley Waste Management employees and Pleasant Hill Bayshore employees will maintain separate seniority lists. All newly hired employees will be placed on a common seniority list.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.
- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.
- i. Threats or acts of violence in the workplace.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed or mailed to the business agent of the local. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for the purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of **Article X** apply to terminations.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding

disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XIII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding on the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XIV – HEALTH AND WELFARE

Section 1

A) A. The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The caps and increases are:

<u>EFFECTIVE DATE</u>	<u>COMPANY CONTRIBUTES UP TO</u>
January 1, 2021	\$2,333
January 1, 2022	\$2,426
January 1, 2023	\$2,523
January 1, 2024	\$2,624
January 1, 2025	\$2,729

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund RSP increases or PPA surcharges as described in Article XXII, Section 5.

B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

<u>EFFECTIVE DATE</u>	<u>MONTHLY MAXIMUM</u>
January 1, 2021	\$820
January 1, 2022	\$853
January 1, 2023	\$887
January 1, 2024	\$923
January 1, 2025	\$959

C) If this amount is insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.

D) "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XV – SICK LEAVE

Section 1

All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XV, Section 9, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave.

Section 2 – Unused Sick Leave

- A. Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay out of unused sick leave shall occur on the last pay period of December each year.
- B. Upon resignation, discharge or death, an employee or his/her estate shall collect payment for all unused sick leave.

Section 3

There shall be no accumulation of sick leave from one calendar year into the next calendar year. All sick leave earned must be taken in the same calendar year or it shall be paid out or taken as time off in accordance with the provisions of Section 2 of this Article.

Section 4 – On-the-Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. See *Section 7-Absenteeism*.

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

Section 7 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) An employee will not receive an unexcused absence for any day for which the employee has unused sick leave available unless a pattern of absences develops.

F) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
 - a. If the supervisor accepts the reason as valid, no penalty will be imposed.
 - b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absence and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.

3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absences shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission by the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.

E) A leave of absence as provided above shall not result in the loss of seniority rights.

F) After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based on accrual.

Section 2 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or an off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year.

D) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

Section 3 – Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy or request discontinuance of his/her Health and Welfare benefits before the leave is approved by the Company.

ARTICLE XVII – UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B) No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A) The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B) Specifications of qualified boots are in the Company Rules and Regulations.

C) The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D) In addition, safety equipment including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII – GENERAL PROVISIONS

Section 1

A) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B) The Company does not utilize special pick-ups; employees are expected to pick up all refuse related to their assigned work.

C) The Company agrees to furnish a list of its employees to the Union upon demand.

D) Employees will be expected to keep the inside of the cab and hopper clean at all times.

E) If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.

G) New hires will be trained on all equipment within a reasonable amount of time, except roll-off.

H) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may

be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XI of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

I) The Company may implement paperless communication for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 2 – Retraining

Any employee who is suspended from work for disciplinary reasons relating to safety issues may be offered, at the Company's discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 – Americans with Disabilities Act (“ADA”)

A) The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee, if the accommodation is contrary to the terms of this Agreement or a supplement, rider or appendix.

B) Further, the Union acknowledges that the Company's obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

Section 4 – Equal Employment, Non-Discrimination and Military Leave

The Company is an equal opportunity employer and committed to its equal opportunity and affirmative action obligations. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all employees.

Any employee in military service entitled to return to work under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), as amended, will be returned to his/her job, retain his/her seniority and be entitled to all other benefits identified in the Act.

ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in **preventable** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	Within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
<i>Third Preventable Incident</i>	Within 12 months	Written Warning 3-day Suspension
<i>Fourth Preventable Incident</i>	Within 12 months	Termination

A) Failure to immediately report any accident, property damage or injury will be cause for immediate termination.

B) Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.

Section 2 – Corrective Measures Are to Include

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training

Follow-up once training/retraining measures have been completed.

Section 3 – Safety

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules.

Section 4 – Traffic Citations

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the **Teamsters Assistance Program (“TAP”)**; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45th day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

ARTICLE XX – FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law, and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

ARTICLE XXI – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company. If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII – PENSIONS

Section 1 – Company Contributions

The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

Section 2 – For Employees Covered Under the Garbage Agreement

The Company shall contribute the following monthly sum of Thirteen Hundred Thirty-Four Dollars and Sixty-Four Cents (\$1,334.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and Sixty-One Cents (\$6.61) per hour from the first compensable hour, plus One Dollar and Nine Cents (\$1.09) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Seven Dollars and Seventy Cents (\$7.70)** per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of Thirteen Hundred Eighty-Six Dollars and Sixty-Four Cents (\$1,386.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and Eighty-Seven Cents (\$6.87) per hour from the first compensable hour, plus One Dollar and Thirteen Cents (\$1.13) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Zero Cents (\$8.00)** per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Fourteen Hundred Thirty-Eight Dollars and Sixty-Four Cents (\$1,438.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Twelve Cents (\$7.12) per hour from the first compensable hour, plus One Dollar and Eighteen Cents (\$1.18) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Thirty Cents (\$8.30)** per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Fourteen Hundred Ninety Dollars and Sixty-Four Cents (\$1,490.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Thirty-Eight Cents (\$7.38) per hour from the first compensable hour, plus One Dollar and Twenty-Two Cents (\$1.22) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Sixty Cents (\$8.60)** per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Fifteen Hundred Forty-Two Dollars and Sixty-Four Cents (\$1,542.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Sixty-Four Cents (\$7.64) per hour from the first compensable hour, plus One Dollar and Twenty-Six Cents (\$1.26) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Ninety Cents (\$8.90)** per hour.

Section 3

- A) Under no circumstances shall the Company pay in excess of one hundred seventy-three and one-third (173.33) hours per month for any regular employee.
- B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.
- C) It is understood between the parties that all compensable hours include hours paid for but not worked such as vacation, paid sick leave, paid holiday, etc.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act (“PPA”) or are mandated by the Fund Trustees (the “required contributions”), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Section 6 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve [12] weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 7 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 9 – P.E.E.R. 80 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit of accrual purposes under the plan. The additional contribution for *P.E.E.R. 80* must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 10

Bargaining unit work is that work as defined in this collective bargaining agreement performed by employees within the bargaining unit as defined by National Labor Relations Board certification or by historic recognition. Subject to the terms hereof, pension contributions shall be made on individuals performing bargaining unit work, as described herein, it being understood and agreed that nothing contained herein shall expand either the scope of the bargaining unit as duly certified by the National Labor Relations Board or as historically recognized.

For temporary agency personnel ("TAP") performing bargaining unit work, as described herein, hired or utilized for the first time at a particular location on or after this Agreement is fully executed, the Employer shall pay an hourly contribution rate of \$.10 from the first day of utilization, but in no case for a period longer than 90 calendar days from the TAP's first utilization in the performance of bargaining unit work, as described herein. After the expiration of this 90-day period, the contribution shall be increased to the full contractual rate stated in the pension clause of the applicable collective bargaining agreement.

ARTICLE XXIII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV – DRUG AND ALCOHOL POLICY

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they received at the time of hire.

ARTICLE XXV – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of May 2021.

**ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA
COSTA COUNTY / REPUBLIC SERVICES
OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Tony Mancini

Title: General Manager

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL 315**

By: _____

Printed Name: David Rodriguez

Title: Business Representative

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315"):

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

**ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA
COSTA COUNTY / REPUBLIC SERVICES
OF CONTRA COSTA COUNTY**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSMEN
AND HELPERS OF AMERICA, LOCAL 315**

By: 

By: 

Printed Name: Tony Mancini

Printed Name: David Rodriguez

Title: General Manager

Title: Business Representative

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Recycle Collection Unit

August 24, 2020 through August 23, 2025

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ARTICLE I
PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement became effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least sixty (60) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II- RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing; and those who are not members on the effective date of this Agreement shall, on or immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective date shall, on or immediately after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B) The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing, provided the employee has failed to pay dues and initiation fees required for membership. The Union agrees to hold Employer harmless from any financial liability whatsoever should the Union exercise its right under this section.

C) The Employer shall, upon proper authorization, deduct the dues of each member and shall deduct the initiation fee of each new employee and shall remit the same to the Union. The dues deduction of each member shall be deducted on the second pay period of each month.

D) The Union shall provide the Employer with properly executed authorizations for deductions. Such authorizations shall be approved in advance by the Employer.

Section 2 – Hiring

- A) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.
- B) When the Company requires the hiring of additional permanent employees under this Agreement, the Employer agrees to provide preferential consideration to applicants who have previously demonstrated their competency, efficiency, skill and ability to be satisfactory (of which the Employer shall be the sole judge) for the work and position available. The Union shall have a reasonable opportunity to refer applicants for vacancies.
- C) The Employer agrees to inform the Union of new hires within five (5) days after a new hire has been put to work, providing the Union with the employee's name, classification, rate of pay and date of hire.
- D) The Employer agrees to provide the Union a list of the employees covered by this Agreement upon execution thereof and subsequently upon request in writing, but not more frequently than semi-annually.

Section 3 – Payroll Deduction

- A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.
- B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.
- C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

- A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All

management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 3 – Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any dispute under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss

of seniority, entitling him upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII – WAGES AND HOURS

Section 1 – Wages

A. The wages are as listed below:

	<u>8/24/2020</u>	<u>8/24/2021</u>	<u>8/24/2022</u>	<u>8/24/2023</u>	<u>8/24/2024</u>
Recycle Driver	\$33.98	\$35.29	\$37.00	\$38.75	\$40.54
Cart & Container Delivery	\$33.98	\$35.29	\$37.00	\$38.75	\$40.54
Casuals	\$30.55	\$31.82	\$33.46	\$35.13	\$36.85

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) New Hire Rates:

- 85% of 100% rate for first 3 months
- 90% of 100% rate for second 3 months
- 95% of 100% rate for third 3 months
- 100% at 12 months / Anniversary Date.

Section 2 – Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 – Staffing Shortages

A) The Company will not subcontract bargaining unit work. Casual employees may be used in cases of staffing shortages or emergencies. The Company will not use casual employees to diminish the collective bargaining unit.

B) In the event the Company must use casual help in the garbage contract which would prevent a recycling driver from working in the unit and making garbage wage and pension contributions, the Company agrees to the following compensation for recycle drivers. This language does not apply to the Christmas tree collection period.

- a. If one (1) casual is used, the top seniority recycle driver will receive garbage driver pay and pension contributions.
- b. If two (2) casuals are used, the top two (2) seniority recycle drivers will receive garbage driver pay and pension contributions.
- c. If three (3) casuals are used, the top three (3) seniority recycle drivers will receive garbage driver pay and pension contributions.
- d. If four (4) casuals are used, the stop four (4) seniority recycle drivers will receive garbage driver pay and pension contributions.
- e. If five (5) casuals are used, the stop five (5) seniority recycle drivers will receive garbage driver pay and pension contributions.

Section 4 – Starting Times

A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.

C) No employee will be permitted to start work prior to his/her scheduled starting time without the express permission of his/her dispatcher/supervisor.

D) The Company shall post an accurate and current scheduled start time for each driver. If a driver is assigned a new permanent start time, forty-eight (48) hours' notice will be given, provided that this forty-eight (48) hours' notice is not required with respect to relief drivers or reassignments.

Section 5 – Hours

A) All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days. A driver who vacates a route that is changed from Monday through Thursday to include a weekend day shall have the right to bump the most junior driver assigned to a route within the applicable line of business and labor agreement. Routes other than Monday through Friday will be posted and bid.

B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.

C) In order to lessen fatigue, all drivers must take an interrupted meal period of at least thirty (30) minutes each day. All drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.

D) Drivers shall be allowed to go home after completion of their route unless the Company, at its discretion, requires that they assist in running other garbage or recycle routes or in performing other garbage or recycle work. In the event that recycle drivers are required to assist the running of other garbage or recycle routes, those drivers will be paid at a rate of time and one-half (1½) for work performed on the reassigned route. In the event that there is a surplus of garbage drivers and there are open routes in the Recycling Division, the Company may assign garbage drivers to cover open routes in the Recycling Division.

The Company will pay reassignment when the driver is assigned work in addition to their regular route. The Company may determine when the additional work is to be performed and will compensate the driver at one and one-half (1½) times their regular rate for time spent on the additional work. The Company will attempt to spread such additional work among all drivers.

Drivers shall have the right to work the split portion of an open route and will complete the open route work as directed by the Company. Non-relief drivers will not be removed from bid routes unless there is no other available employee to perform the needed work. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

E) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

Section 6 – 10-Hour Shift

Employees may be assigned a four (4) ten (10) hour per day work schedule. Time and one-half (1½) the employee's regular rate of pay will be paid after ten (10) through twelve (12) hours per day or beyond forty (40) hours per week, and all work performed in excess of twelve (12) hours per day or in excess of eight (8) hours per day on any days beyond four (4) days in a work week, will be paid at double the employee's regular rate of pay.

Section 7 – Job Assignments

A) The Company has the right to assign work on an as-needed basis among employees. Employees are expected to know every job; they can be transferred from function to function at the determination of the Company.

B) Within the provisions of Article VII, the Company shall assign and change work hours based upon its business needs. Employees may be assigned a work week upon its business needs. Employees may be assigned a work week of four (4) or five (5) consecutive days, starting on any day of the week. The Company retains the right to assign responsible drivers and driver helpers to different routes. Employees will be paid the rate of the classification in which they are performing work for all time worked in that classification.

C) Recycling employees can be assigned to any recycling work and/or driver/helper work. Such assignments will be at the Company's discretion. All driver/helper work includes driving to the extent necessary to service the routes. The responsible driver will be in charge of the helper. All recycling employees, except those with good reason and as excused by the Company, will be expected to obtain and maintain a license

allowing them to drive the recycling vehicles so that they may perform the driver/helper function. Those who are so excused cannot bid on a driving position. The Company will provide for a drivers' test sign-off, if possible under the law, for any qualified helper.

D) Employees covered by the terms and conditions of this Collective Bargaining Agreement shall have first opportunity to move to a position on the common seniority list for the Garbage Collection Unit by seniority, if qualified.

Section 8 – Casuals

The Company may hire casual employees in order to cover employee absences and to handle temporary increases in the workload. Individuals hired on a casual basis will be paid at the casual rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee.

B) If a casual employee is offered a permanent position, he/she will receive credit for hours worked towards his/her completion of the probationary period.

C) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

E) The Company may terminate a casual employee at any time without reason or cause at the Company's sole discretion. Seniority will not be a consideration or factor when terminating the employment of a casual employee.

Section 9 – Part-Time Employees

A) A part-time employee is one working thirty (30) or less hours per week. The hours per week limitation will not apply to work of part-time employees during the summer (June through September) when the Company and employee agree to a higher number of hours per week.

B) Part-time employees will be entitled to receive the hours wage rate for the classification worked, pension contributions for hours worked and overtime. They will receive no other benefits. Any part-time employee who applies for, is accepted into a full-time position and successfully completes the probationary period, will have his/her seniority with the Company date back to the most recent date of part-time hire, with that date adjusted for all time not worked.

C) The Company will have no more than three (3) part-time employees at any time. Part-time employees will not be used if such usage displaces a seniority employee.

D) Part-time employees will have dues deducted from their pay after thirty-one (31) days of employment, but will not pay the Union initiation fee.

Section 10 – Higher Wages

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who start work at 12:00 P.M. or any time thereafter shall receive a shift premium of twenty-five cents (\$0.25) per hour over the wage scale.

Section 11 – Voluntary Downgrading

An employee who, at his/her own request, is placed in a lower classification will be paid at that rate.

Section 12– Overtime

- A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.
- B) Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.
- C) Employees called for work on Sunday to perform route work shall be guaranteed eight (8) hours pay at the rate of double (2) time.
- D) Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours, the employee will be guaranteed eight (8) hours pay.
- E) Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.
- F) If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.
- G) Overtime must be worked in accordance with the Company's assignment or prior authorization. An employee must obtain permission from the Company before performing pick-ups for another driver or going to dump with less than a one-fourth (¼) load after 3:00 p.m. and must notify the Company when his/her route is complete.

Section 13 – Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid on the paycheck following notice of error.

ARTICLE VIII – VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2

- A) Vacation pay shall be computed at ten percent (10%) over and above the employee's normal rate of pay. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.
- B) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.
- C) However, employees eligible for two (2) weeks' vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.
- D) Each month the Employer will post open vacation for the following month, to be bid by seniority.
- E) Vacation calendars shall be posted weekly and updated during the selection process. At the end of the selection process, a final calendar shall be posted for display to the entire work group.
- F) A combined total of eleven (11) Garbage and Recycle drivers is the maximum allowed on vacation per week, to be bid by seniority among both bargaining units, and to be awarded by seniority among both bargaining units.

Section 3 – Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4

- A) All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.
- B) Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.
- C) Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 – Vacation Selection Procedure

- A) The vacation schedule shall be posted by December 1st of the year preceding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty (20) by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.
- B) Vacations must be taken in no less than one (1) week increments.
- C) The Company retains the right to place a reasonable restriction on the number of employees to be off at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 – Holiday Falling During Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

ARTICLE IX – HOLIDAYS

A) The following days have been agreed upon as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Easter Sunday	Two (2) Floating Holidays
Memorial Day	Employee's Birthday
Fourth of July	

B) These twelve (12) days shall be paid at the rate of eight (8) hours straight time if no work is performed and, if worked, they shall be paid at the rate of double and one-half times (2½) for all hours worked.

C) The employee must provide at least two (2) weeks' notification in advance of the day to be taken off as a floating holiday, and the particular day to be taken off is subject to the Company's approval. If the Company does not respond to the request within seven (7) calendar days, the employee is granted the requested time off.

D) The employee's individual birthday shall be considered and treated as a national holiday and, if worked, the employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E) An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F) New employees shall not become eligible for the birthday holiday or the floating holiday until they have completed one (1) year of service in the recycling contract.

G) An employee's birthday shall be treated as any other holiday except when an employee's birthday falls on another holiday Monday through Friday. In this instance, he/she will receive two (2) days' pay for the holiday and will be paid at a rate of one and one-half (1½) times his/her regular rate if the holiday is actually worked provided the employee works the work day immediately before and immediately after the holiday, unless waived by the Company.

ARTICLE X – SENIORITY

Section 1 – Seniority

In order to obtain seniority, an employee must have worked ninety (90) calendar days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) calendar day and twelve (12) month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee. Upon ratification, all newly hired employees will be placed on a common seniority list.

Section 2 – Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Employee must be qualified on the equipment. The qualification requirements and rate of pay for job openings shall be posted for five (5) working days and drivers awarded new routes will be placed on those routes within ten (10) working days of the award. All routes will be posted for bid whenever a permanent vacancy occurs. A

permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Temporary route vacancies, which are vacancies consisting of five (5) consecutive workdays or longer due to Leave of Absence, Vacation, Workers Compensation or any other reason, will be posted for bid each Monday following the Company's knowledge of said temporary route vacancy. Temporary route vacancies will be filled in seniority order, so long as the employee is qualified to perform the work.

Employees who bid on a temporary route vacancy and are awarded a temporary route assignment shall remain on that route until the regular employee returns to work. Said temporary route assignments will be treated the same as a permanent route assignment for purposes of bidding and reassignment except that an Employee who holds a temporary route vacancy may bid for and be awarded a permanent route if a permanent route becomes available.

Recycle Drivers working under this Agreement, who are interested in bidding on open routes in the garbage Agreement, must be present at least ten (10) minutes before the scheduled start time to bid on an open garbage route.

Daily open routes (i.e., shorter than five (5) consecutive workdays) will be assigned to an available qualified driver (i.e., a driver who does not have a bidded route). If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Section 3 – Layoff

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. Senior, qualified employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 4 – Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition, shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available. All permanent job vacancies will be bid in seniority order among qualified employees.

Section 5 – Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of six (6) months, except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 – Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referenced above. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Employees who bid into the garbage unit become permanent employees and may move back down into the Recycling Agreement, but cannot bump employees in the Recycling Agreement and will be placed at the bottom of the Recycling Agreement seniority list at the time of the move. This transfer date will become the employee's new seniority date under this Agreement for the purposes of job bids, vacation selection and lay off. Qualified recycling employees will move up into the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Section 7 – Breaks in Seniority

Seniority will be broken, and the employee will be deemed terminated for the following reasons:

1. A resignation;
2. A discharge for cause;
3. Being on layoff for more than 12 months;
4. Being off because of illness or injury, whether or not worked-related, for a period of more than one year;
5. Failure to return from an authorized leave;
6. Failure to respond to a notice of recall (*sent by certified mail*) within two (2) days of the date for recall.

Section 8 – Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.
- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.
- i. Threats or acts of violence in the workplace.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed or mailed to the business agent of the local. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation,

the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for the purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of Article X apply to terminations.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10)

days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company’s receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XIII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and

- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding on the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XIV – HEALTH AND WELFARE

Section 1

- A) A. The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The caps and increases are:

<u>EFFECTIVE DATE</u>	<u>COMPANY CONTRIBUTES UP TO</u>
January 1, 2021	\$2,333
January 1, 2022	\$2,426
January 1, 2023	\$2,523
January 1, 2024	\$2,624
January 1, 2025	\$2,729

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund any PPA surcharges as described in Article XXII, Section 5.

B) If this amount is insufficient to maintain the level of benefits, the Company shall have the right to adjust the wages of the employees to offset excess costs for health and welfare. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator.

C) "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

D) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XV – SICK LEAVE

Section 1

A) All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XV, Section 9, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave.

Section 3 – Prorated Paid Sick Leave

All full-time regular employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the workweek only except in cases where an employee is required to report to work on a Saturday or Sunday and they instead call in sick. The anniversary date will be January 1st each calendar year.

Section 4 – Unused Sick Leave

A. Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay out of unused sick leave shall occur on the last pay period of December each year.

B. Upon resignation, discharge or death, an employee or his/her estate shall collect payment for all unused accumulated sick leave.

Section 5

There shall be no accumulation of sick leave from one calendar year into the next calendar year. All sick leave earned must be taken in the same calendar year in which it was earned, or it shall be paid out or taken as time off in accordance with the provisions of Section 4 of this Article.

Section 6 – On-the-Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 7

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. See *Section 9-Absenteeism*.

Section 8

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

Section 9 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his/her supervisor no later than one hour prior to his/her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
 - a. If the supervisor accepts the reason as valid, no penalty will be imposed.
 - b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absences and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.
3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

F) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absences shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed one (1) year, except with written consent of the Company.

E) A leave of absence as provided above shall not result in the loss of seniority rights.

F) After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based on accrual.

Section 2 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of six (6) months.

D) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

Section 3 – Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy or request discontinuance of his/her Health and Welfare benefits before the leave is approved by the Company.

ARTICLE XVII – UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B) No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A) The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B) Specifications of qualified boots are in the Company Rules and Regulations.

C) The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D) In addition, safety equipment including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII – GENERAL PROVISIONS

Section 1

A) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B) The Company does not utilize special pick-ups; employees are expected to pick up all refuse related to their assigned work.

C) The Company agrees to furnish a list of its employees to the Union upon demand.

D) Employees will be expected to keep the inside of the cab and hopper clean at all times.

E) If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.

G) New hires will be trained on all equipment except roll-off.

H) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XI of the Collective Bargaining Agreement.

The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

I) The Company may implement paperless communication for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 2 – Retraining

Any employee who is suspended from work for disciplinary reasons relating to safety issues may be offered, at the Company’s discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 – Americans with Disabilities Act (“ADA”)

A) The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee, if the accommodation is contrary to the terms of this Agreement or a supplement, rider or appendix.

B) Further, the Union acknowledges that the Company’s obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

Section 4 – Equal Employment, Non-Discrimination and Military Leave

The Company is an equal opportunity employer and committed to its equal opportunity and affirmative action obligations. The Company’s policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all employees.

Any employee in military service entitled to return to work under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), as amended, will be returned to their job, retain his/her seniority and be entitled to all other benefits identified in the Act.

ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in ***preventable*** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	Within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
<i>Third Preventable Incident</i>	Within 12 months	Written Warning 3-day Suspension
<i>Fourth Preventable Incident</i>	Within 12 months	Termination

A) *Failure to immediately report any accident, property damage or injury will be cause for immediate termination.*

B) *Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.*

Section 2 – Corrective Measures Are to Include

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training

Follow-up once training/retraining measures have been completed.

Section 3 – Safety

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules.

Section 4 – Traffic Citations

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the *Teamsters Assistance Program (“TAP”)*; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer’s discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer’s discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45th day, the employee’s employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

ARTICLE XX – FUNERAL LEAVE

Section 1

In the event of the death of an employee’s parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee’s regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

ARTICLE XXI – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company. If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII – PENSIONS

Section 1 – Company Contributions

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For temporary agency personnel or probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) (\$0.09 Basic and \$0.01 PEER/84) during the probationary period as defined in Article X-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXII-Pensions of the Agreement. After the expiration of the probationary period as defined in Article X-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave, pay shall be considered as time worked for purposes of this Article.

Section 2 – For Employees Covered Under the Recycle Agreement

Effective September 1, 2020, the Company shall contribute the monthly sum of Eight Hundred Seventy-One Dollars and Eighty-Five Cents (\$871.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Thirty-Two Cents (\$4.32) per hour from the first compensable hour, plus Seventy-One Cents (\$0.71) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Three Cents (\$5.03)** per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of Nine Hundred Fifteen Dollars and Eighteen Cents (\$915.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Fifty-Three Cents (\$4.53) per hour from the first compensable hour, plus Seventy-Five Cents (\$0.75) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Twenty-Eight Cents (\$5.28)** per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Nine Hundred Fifty-Eight Dollars and Fifty-One Cents (\$958.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall

contribute Four Dollars and Seventy-Five Cents (\$4.75) per hour from the first compensable hour, plus Seventy-Eight Cents (\$0.78) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Fifty-Three Cents (\$5.53)** per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of One Thousand One Dollars and Eighty-Five Cents (\$1,001.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Ninety-Six Cents (\$4.96) per hour from the first compensable hour, plus Eighty-Two Cents (\$0.82_) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Seventy-Eight Cents (\$5.78)** per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of One Thousand Forty-Five Dollars and Eighteen Cents (\$1,045.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Eighteen Cents (\$5.18) per hour from the first compensable hour, plus Eighty-Five Cents (\$.85) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Six Dollars and Three Cents (\$6.03)** per hour.

Section 3

- A) Under no circumstances shall the Company pay in excess of one hundred seventy-three and one-third (173.33) hours per month for any regular employee.
- B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act (“PPA”) or are mandated by the Fund Trustees (the “*required contributions*”), the Employer will comply with any and all legal obligations to commence making such additional required contributions subject to the following, and the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Article XIV of this Agreement, by the amount of the additional Employer contribution rate to the Pension Plan. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Section 6 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve [12] weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 7 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 9 – P.E.E.R. 84 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit of accrual purposes under the plan. The additional contribution for the *P.E.E.R. 84* must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

ARTICLE XXIII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV – DRUG AND ALCOHOL POLICY

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they received at the time of hire.

ARTICLE XXV – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

**ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA
COSTA COUNTY / REPUBLIC SERVICES
OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Tony Mancini

Title: General Manager

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSMEN
AND HELPERS OF AMERICA, LOCAL 315**

By: _____

Printed Name: David Rodriguez

Title: Business Representative

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315"):

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

**ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA
COSTA COUNTY / REPUBLIC SERVICES
OF CONTRA COSTA COUNTY**

By:  _____

Printed Name: Tony Mancini

Title: General Manager.

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSMEN
AND HELPERS OF AMERICA, LOCAL 315**

By:  _____

Printed Name: David Rodriguez

Title: Business Representative

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Vehicle Maintenance Unit

August 24, 2020 through August 23, 2025

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ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company" or "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement is effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II- RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union, or (iii) paying a service fee which shall be equal to the percentages of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that the employees choosing this option shall notify the union in writing.

Section 2 – Hiring

The Company retains the exclusive authority over the obtaining and selection of employees. Hiring is a matter within a Company's exclusive discretion. Employees covered by this contract have no right or preference for hire in any other position with the Company not covered by this contract.

Section 3 – Payroll Deduction

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except

for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature on Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him/her upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – EMPLOYEE LIST

The Company agrees to furnish to the Union, upon demand, a list of its employees doing bargaining unit work.

ARTICLE VII – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make a very good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an Allied Waste

property or facility. Should, under the foregoing conditions, an employee refuses to go through such a pick line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VIII – WAGES AND HOURS

Section 1 – Wages

A) The wages listed below are effective August 24th of each contract year:

	<u>8/24/2020</u>	<u>8/24/2021</u>	<u>8/24/2022</u>	<u>8/24/2023</u>	<u>8/24/2024</u>
Mechanic A	\$35.53	\$36.53	\$37.53	\$38.53	\$40.03
Mechanic B	\$31.05	\$32.05	\$33.05	\$34.05	\$35.55
Welder A	\$35.53	\$36.53	\$37.53	\$38.53	\$40.03
Welder B	\$31.05	\$32.05	\$33.05	\$34.05	\$35.55
PM Mechanic	\$27.63	\$28.63	\$29.63	\$30.63	\$31.63
<u>Parts</u>	\$27.63	\$28.63	\$29.63	\$30.63	\$31.63
Laborer	\$20.70	\$21.70	\$22.70	\$23.70	\$24.70
Paint & Body	\$31.97	\$32.97	\$33.97	\$34.97	\$35.97
Tire	\$31.97	\$32.97	\$33.97	\$34.97	\$35.97

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 – Start Time

A) No employee shall be permitted to start work prior to his/her scheduled starting time without express permission from his/her supervisor.

B) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

Section 3 – Hours

A) Eight (8) hours, exclusive of lunch period, shall constitute a day's work; forty (40) hours shall constitute a week's work. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates. Employees are entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.

B) A one-half (½) hour lunch period shall be provided on each shift. The Company shall designate the time and length of said break period. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch.

Section 4 – Weekly Hour Guarantee

The following applies only to full-time employees who have seniority. Unless discharged for cause or affected by an equipment breakdown or other unexpected circumstance, employees will be guaranteed a forty (40) hour work week absence a discharge for cause or reduction in force situation (layoff or recall).

Section 5 – Light Duty

Employees called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 6 – Disabling On-the-Job Injuries

In the event of a disabling injury on the job, an employee shall be entitled to eight (8) hours pay for the day on which the injury occurred.

Section 7– Job Descriptions

A) The job description, function, duties, classification and minimum requirements for Mechanics A and B are attached hereto as Exhibits “A” and “B,” respectively. Those employees who are Class A Mechanics on August 24, 1998 shall be grandfathered as to the requirements of having an ASE Master Mechanic Certificate. After August 24, 1998, all employees wishing to become a Class A Mechanic must satisfy all requirements as set forth on Exhibit “A”.

B) A PM Mechanic can move to Mechanic B classification and a Mechanic B classification can move to Mechanic A classification by seniority as long as the employee meets the minimum requirements of the position.

C) A PM Mechanic can move to Welder B classification and a Welder B classification can move to Welder A classification by seniority as long as the employee meets the minimum requirements of the position.

D) Mechanics, welders and paint and body repair technicians shall be required to supply the tools set forth in their respective position and classification in Exhibit “A.”

Section 8 – Higher Wages

A) Employees who start work at 12:00 PM or anytime thereafter shall receive a shift premium of seventy-five cents (\$0.75) per hour over the wage scale.

B) Mechanics now earning above the initial hourly rate for mechanics and welders now earning above the initial hourly rate for welders will not be reduced to that rate but will continue at their current hourly rate. However, such employees will not receive any hourly increases until they either achieve a higher classification or the scheduled increase for their respective classification would bring them above their current rate.

C) No employee shall receive a reduction in pay as a result of this Agreement.

D) Any person assigned work in a classification with a higher wage rate, as determined by management, shall receive the higher wage rate for the entire day.

Section 9 – Voluntary Downgrading

An employee who at his/her own request is placed in a lower classification, will be paid at the current rate of the lower classification.

Section 10 – Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week, Monday through Friday inclusive.

B) Employees assigned to work on Saturday shall be guaranteed eight (8) hours of pay at time and one-half (1½) the regular rate.

C) Employees called in to work on Sunday shall be paid double (2) time. Employees will be paid at time and one-half (1½) for the Saturdays following Christmas and New Year’s Day if these holidays fall during the work week.

D) No employee is to work overtime unless approved by the Company. Employees are required to work overtime if directed to do so. However, the Company shall give appropriate consideration to an employee's request to be excused from an overtime assignment.

E) In cases of assigned, involuntary overtime required Monday - Friday, the Company will give two (2) hours' notice before end of shift to the impacted employees unless the event creating the need for overtime occurs within two (2) hours of the applicable end of shift.

Section 11 – Pay Period

A) The employees covered by this collective bargaining agreement shall be paid weekly for their labor.

B) Payroll errors will be paid by the next week.

Section 12 – Call Back Pay

An employee who has exited the Company's property at 441 N. Buchanan Circle, Pacheco, CA or 951 Waterbird Way, Martinez, CA after the completion of their shift and are called back to work shall be entitled to a minimum of four (4) hours of work at one and one-half (1½) times their normal hourly rate and shall perform such duties as the Company assigns. This call back pay shall not be applicable if the hours actually worked by the employee while called back are contiguous with work for which the employee was previously scheduled.

Section 13 – Bonus / Incentive Plans

Nothing in this Agreement shall preclude the Company from instituting, implementing, modifying or discontinuing any quality bonus plan and/or incentive compensation system. Such bonus plans or incentive systems shall not be subject to either collective bargaining or the grievance procedure set forth above during the term of this Agreement, unless the Company fails to provide each employee the minimum rates and benefits set forth in this Agreement.

Section 14 – Casual Employees

A) The Company has the right to hire casuals to handle workload fluctuations, cover employee absences and otherwise meet business needs which require temporary or intermittent hiring to supplement the regular employee workforce. As long as the individual is classified as a casual, he/she will be paid at the casual rate and receive overtime as required by law. With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. An individual hired on a casual basis will be told that he/she is a casual temporary employee. Casual employees cannot work for a period of over six (6) consecutive months.

B) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

C) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 15 – Part-Time Employees

A) A part-time employee is one working thirty (30) or fewer hours per week. The hours per week limitation will not apply to work of part-time employees during the summer (June through September) when the Company and employee agree to a higher number of hours per week. Part-time employees will be entitled to receive the hours wage rate for the classification worked, pension contributions for hours worked and overtime. Part-time employees working eighty (80) or more hours in a month will qualify for health and welfare benefits in the following month. They will receive no other benefits. Any part-time employee who applies for, is accepted into a full-time position and successfully completes the probationary period, will have his/her seniority with the Company date back to the most recent date of part-time hire, with that date adjusted for all time not worked.

B) Part-time employees will have dues deducted from their pay after thirty-one (31) days of employment, but will not pay the Union initiation fee.

Section 16 – Job Assignments

A) The Company has the right to assign work on an as-needed basis among employees in the unit. Employees can be transferred from function to function at the determination of the Company.

B) Within the provisions of Article VIII, the Company shall assign and change work hours based upon its business needs. Employees may be assigned a workweek of four (4) or five (5) consecutive days, starting on any day of the week

C) Job assignments among full-time unit employees (excluding shop laborers and PM person) will be rotated in accordance with a schedule developed by the Company at the beginning of each contract year. The rotation will include all shifts. All full-time mechanics shall bid once a year in seniority order for the shifts they will work. The Company shall have the unrestricted right to determine the number of employees and the classification of employees for each shift.

D) The Company will continue to provide a driver's test sign-off, if possible under law, for any qualified employee.

Section 17 – Standby Pay

An employee who is designated as on standby to cover weekend work that is not part of their normal work schedule will be paid two (2) hours pay at one and one-half (1½) times their normal hourly rate to be on weekend standby if they are not called report to a service issue. If an employee who is on weekend standby is called to report to a service issue, they will be guaranteed four (4) hours at one and one-half (1½) times their normal hourly rate. Should they work more than four (4) hours, they will be guaranteed eight (8) hours pay at time and one-half (1½) their normal hourly rate. Employees on weekend standby will be rotated if qualified.

ARTICLE IX – VACATIONS

Section 1 – Vacation Entitlement

Regular, permanent employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Regular, permanent employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Regular, permanent employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Regular, permanent employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Regular, permanent employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2 – Vacation Pay

Vacation pay shall be computed at 10 percent (10%) over and above the employee's normal rate of pay whether vacation time is actually taken or is cashed out at the end of the year. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

Section 3 – Prorate Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4 – Time Off Required

A) An employee must take vacation each year of the employee's vacation entitlement. Vacation cannot carry over from year to year unless the employee has secured prior written approval from the Company to do so because of unusual circumstances.

B) Employees are limited to two (2) consecutive weeks of time off for vacation unless written management approval for additional consecutive weeks has been obtained.

Section 5 – Time of Vacation Pay

Vacation pay for the period being taken is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

Section 6 – Vacation Scheduling

A) The vacation schedule for the next calendar year shall be posted by November 15th. All employees will have until December 15th to select their vacations.

B) Vacations must be taken in no less than one (1) week increments.

C) Disputes regarding selection shall be decided by seniority. However, seniority choice of vacation shall be allowed an employee for only one continuous vacation period each year.

D) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

ARTICLE X – HOLIDAYS

Section 1 - Holidays

The following days have been agreed upon as holidays:

- | | |
|-----------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President's Day | Christmas Day |
| Memorial Day | Two (2) Floating Holidays |
| Fourth of July | Employee's Birthday |
| Labor Day | |

Section 2 – Holiday Pay

If the employee does not work the holiday, the employee will receive straight time pay for the number of straight time hours worked per day of the schedule he/she was working the week of the holiday (8 hours or 10 hours) depending on the schedule. Employees working the holiday will be paid at the rate of double time and one-half (2½) for hours worked.

Section 3 – Eligibility

The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive the double time and one-half (2½) holiday rate of pay. In instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls in order to receive Holiday Pay.

Section 4 – Floating Holiday

The employee must provide the Maintenance Manager or his/her designee at least two (2) weeks' notice in advance of the day to be taken off as a floating holiday. The particular day to be taken off is subject to the Company's approval.

Section 5 – Holiday Falling During Vacation

A) If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

B) The Employer will post a sign-up list the week prior to any holiday. The Employer will notify employees the day before the holiday if they can have that holiday off with pay.

ARTICLE XI – SICK LEAVE

Section 1

All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XI, Section 7, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1st each calendar year.

Section 2 – Unused Sick Leave

Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay_out of unused sick leave shall occur on the last pay period of December each year.

Section 3

Upon resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.

Section 4

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences as described in Section 7 of this Article below.

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event exceed, the employee's regular rate of pay.

Section 7 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his/her supervisor no later than one hour prior to his/her scheduled start time.

C) Notification received from another employee, friend or relative is not considered acceptable, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
 - a. If the supervisor accepts the reason as valid, no penalty will be imposed.
 - b. If the reason is not acceptable, the absence will be considered unexcused, and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absence and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.
3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XII – FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, grandchild, stepparent, stepchild, mother-in-law or father-in-law and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral or a celebration of life ceremony. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may require verification of the need for such leave.

ARTICLE XIII – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company.

Section 3

If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XIV – SENIORITY

Section 1 – Probationary Period

All regular employees will be subject to a probationary period of ninety (90) working days of employment. Only regular, full-time employees who have completed their probationary period will attain seniority. An employee's seniority date will revert back to his/her date of hire as a permanent full-time employee once the employee successfully completes the probationary period. Only employees who have attained seniority will be eligible for benefits, *i.e.*, sick leave, holidays, vacation, health and welfare.

Section 2 – Layoff and Recall

A) In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) day and twelve (12) month requirement) to continue with the employee's

employment or to terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

B) In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. An employee must be qualified to do the job. The Employer is not required to train an employee for the job. If an employee is a transfer from another contract, said employee shall go to the bottom of the seniority list. Senior, qualified, capable employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 3 – Bids

A) All jobs will be posted for bid whenever a permanent vacancy occurs, including all new jobs.

B) A form will be provided to all employees going on leave that will allow them to designate the Shop Steward to sign their name to any bid lists.

Section 4 – Acquisition

Any vacancies, excluding those created as a result of any merger or acquisition shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available.

Section 5 – Job Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications necessary, job requirements, and rate of pay for the opening shall be posted for five (5) working days. The Company will not disqualify an employee from such bid except for just cause. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of twelve (12) months except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 – Breaks in Seniority

Seniority will be broken, and the employee will be deemed terminated for the following reasons:

- a. A resignation;
- b. A discharge for cause;
- c. Being on layoff for more than twelve (12) months;
- d. Being off because of illness or injury, whether or not worked-related, for a period of more than eighteen (18) months;
- e. Failure to return from an authorized leave;
- f. Failure to respond to a notice of recall (*sent by certified mail*) within two (2) days of the date for recall; and
- g. Failure to report or call in for two (2) consecutive scheduled workdays.

Section 7 – Bidding for Overtime

Consistent with current practice, overtime will be bid by seniority.

ARTICLE XV – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.
- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed, mailed. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for purposes of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation

or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XVII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XVIII – HEALTH AND WELFARE

Section 1

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 ("TBT Plan 1") (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

B) **Effective 1/1/2021**, the Employer agrees to contribute up to \$2,333.00 per employee for this contract term.

C) **Effective 1/1/2022**, the Employer agrees to contribute up to \$2,426.00 per employee for this contract term.

D) **Effective 1/1/2023**, the Employer agrees to contribute up to \$2,523.00 per employee for this contract term.

E) **Effective 1/1/2024**, the Employer agrees to contribute up to \$2,624.00 per employee for this contract term.

F) **Effective 1/1/2025**, the Employer agrees to contribute up to \$2,729.00 per employee for this contract term.

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund any Teamsters Benefit Trust Retirement Security Plan increases or Pension Protection Act surcharges as described in Article XXI, Section 4.

B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

Date	Monthly Maximum
1/1/2021	\$820.00
1/1/2022	\$853.00
1/1/2023	\$887.00
1/1/2024	\$923.00
1/1/2025	\$959.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

C) If this amount is insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.

D) "Employee" shall mean any employee who has attained seniority as spelled out in Article XIV.

E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XIX – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act of 1993. After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based upon accrual. In the event that an employee has expended all accrued vacation during the FMLA leave, they may still use scheduled vacation on an unpaid basis provided it has been approved by management.

B) Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to his/her Company and shall obtain written permission from the Company for the leave and any extension of the leave. Any such leave or extension therefore shall be for a maximum of four months. The Company shall notify the Union of the leave and of the employee's return to work following the leave.

Section 2 – Conditions of a Leave

A) The employee shall not engage in gainful employment during an approved leave. An employee who has received an approved leave shall not receive a further leave for other than statutorily required reasons or medical reasons in a three-year period. A leave of absence shall be without pay.

B) A leave of absence shall not result in the loss of seniority rights.

C) Employees on leaves of absence are expected to maintain their membership in the Union in good standing.

D) The employee shall make suitable arrangements for continuance of health and welfare payments consistent with the health and welfare policy or request discontinuance of health and welfare benefits before the leave is approved. An employee's failure to make suitable arrangements, prior to commencement of a leave of absence, or subsequent failure to make promised premium payments, will result in the discontinuation of health and welfare coverage.

E) The above provisions shall not conflict with the employee's rights under Family Medical Leave Act or the Pregnancy Disability Act.

Section 3 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of one (1) year from date of injury.

Section 4 – Cut-Off in Seniority

An employee who does not return from an approved leave will have his/her seniority broken.

ARTICLE XX – GENERAL PROVISIONS

Section 1 – Rules and Regulations

The Company shall have the right to make reasonable rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

Section 2 – Safety Committee

For the duration of this Agreement, the Company agrees that it will continue to have safety procedures in the workplace, which it has or may hereafter adopt in fulfillment of its Injury and Illness Prevention Program. Unit employees will be given notice of such procedures. Disputes over safety conditions affecting unit members shall be subject to the grievance/arbitration procedure.

Section 3 – Protective Clothing, Tools and Equipment

A) The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats. The Company agrees to reimburse employees up to \$250 per calendar year for the purchase of work boots. The employee must present a receipt to qualify for reimbursement. Reimbursement of work boots shall be made within two pay periods of submission of receipt by the employee.

B) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties. Uniforms are required.

C) The Company agrees to furnish all employees one (1) pair of gloves each month if requested to do so by the employee. The employee will be required to turn in his/her gloves before receiving a new pair. Any safety equipment required by the Company will be provided to the employees. The employees have the obligation to keep such equipment and apparel in good condition.

D) If an employee wears prescription eyeglasses, the Company agrees to furnish, free of charge, one (1) pair of safety eyewear per year. The employee must present a prescription and a receipt for eyeglasses before being reimbursed.

E) The employee will receive a new Company-furnished item only if he/she turns in the used item to the office and only if replacement is necessary.

F) All mechanics, welders and paint and body repair technicians will be required to provide the hand tools and equipment for the respective grades in accordance with the Company's tool list. Class A, B and C mechanics are entitled to reimbursement for up to Six Hundred Dollars (\$600.00) per calendar year to purchase tools required for specialized equipment. Submission of a receipt is required to qualify for reimbursement.

G) The Company will furnish special tools, certain power tools, electric tools and replace broken drill bits, files and hacksaw blades that are damaged at the workplace. Pneumatic tools shall be either repaired or replaced at the Company's option should the need arise. All pneumatic tools shall be used on the Company's premises only. The employee must have completed six (6) months of employment in order to qualify for the benefit. The expense of the repaired or replaced tool shall be shared equally between the Company and the employee.

H) The employee is responsible for the proper use and care of all Company supplied tools and equipment. The employee will be required to report any and all damage or repairs needed to such tools and equipment.

I) The Union agrees that the Company has the right to institute reasonable rules for the purpose of providing tool insurance, including, but not limited to, requirements for tool inventories, audit of tool inventories, restrictions on the removal of tools from the Company's premises and proper safeguarding of tools by employees.

J) The Company will not subcontract bargaining unit work. Temporary employees may be used in cases of manpower shortages or emergencies.

K) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XV of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

L) The Company may implement paperless communication for maintenance related functions, dispatch-driver coordination and routing via hand-held or in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 4 – Suspension of Driver's License

If an employee loses his/her license for a period of thirty (30) days or less, he/she will be suspended, without pay, for the period of his/her license suspension. Any employee who loses his/her license for a period greater than thirty (30) days will be terminated.

Section 5 – Respect and Dignity

The Company will treat employees with dignity and respect at all times. Employees will also treat each other as well as representatives of the Company with dignity and respect.

ARTICLE XXI – PENSIONS

Section 1 – Company Contributions

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) to PEER/82 during the probationary period as defined in Article XIV-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXI-Pensions of the Agreement. After the expiration of the probationary period as defined in Article XIV-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave, pay shall be considered as time worked for purposes of this Article.

Section 2 – For Mechanics, Welders, Paint & Body Technicians, Parts

Effective September 1, 2020, the Company shall contribute the monthly sum of Thirteen Hundred Fifty-Seven Dollars and Seventeen Cents (\$1,357.17) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Two Cents (\$7.02) per hour from the first compensable hour, plus Eighty-One Cents (\$0.81) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Eighty-Three Cents (\$7.83) per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of Fourteen Hundred Dollars and Fifty-One Cents (\$1,400.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Twenty-Five Cents (\$7.25) per hour from the first compensable hour, plus Eighty-Three Cents (\$0.83) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Eight Cents (\$8.08) per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Fourteen Hundred Forty-Three Dollars and Eighty-Four Cents (\$1,443.84) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Forty-Seven Cents (\$7.47) per hour from the first compensable hour, plus Eighty-Six Cents (\$0.86) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Thirty-Three Cents (\$8.33) per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Fourteen Hundred Eighty-Seven Dollars and Seventeen Cents (\$1,487.17) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Seventy Cents (\$7.70) per hour from the first compensable hour, plus Eighty-Eight Cents (\$0.88) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Fifty-Eight Cents (\$8.58) per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Fifteen Hundred Thirty Dollars and Fifty Cents (\$1,530.50) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Ninety-Two Cents (\$7.92) per hour from the first compensable hour, plus Ninety-One Cents (\$0.91) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Eighty-Three Cents (\$8.83) per hour.

Section 3 – For Shop Laborers

Effective September 1, 2020, the Company shall contribute the monthly sum of Nine Hundred Eighty-Seven Dollars and Ninety-Eight Cents (\$987.98) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Eleven Cents (\$5.11) per hour from the first compensable hour, plus Fifty-Nine Cents (\$0.59) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy Cents (\$5.70) per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of One Thousand Thirty-One Dollars and Thirty-One Cents (\$1,031.31) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Thirty-Four Cents (\$5.34) per hour from the first compensable hour, plus Sixty-One Cents (\$0.61) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Ninety-Five Cents (\$5.95) per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of One Thousand Seventy-Four Dollars and Sixty-Four Cents (\$1,074.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Fifty-Six Cents (\$5.56) per hour from the first compensable hour, plus Sixty-Four Cents (\$0.64) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Twenty Cents (\$6.20) per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Eleven Hundred Seventeen Dollars and Ninety-Eight Cents (\$1,117.98) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Seventy-Eight (\$5.78) per hour from the first compensable hour, plus Sixty-Seven Cents (\$0.67) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Forty-Five Cents (\$6.45) per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Eleven Hundred Sixty-One Dollars and Thirty-One Cents (\$1,161.31) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and One Cent (\$6.01) per hour from the first compensable hour, plus Sixty-Nine Cents (\$0.69) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Seventy Cents (\$6.70) per hour.

Section 4

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act (“PPA”) or are mandated by the Fund Trustees (the “required contributions”), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Section 5 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 6 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 7 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 8 – P.E.E.R. 82 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for the benefit of accrual purposes under the plan. The additional contribution for the **P.E.E.R. 82** must at all times be eleven and one-half percent (11.5%) of the basic contribution, and cannot be decreased or discontinued at any time.

Section 9 – Teamsters 401(k)

The employees may contribute to a Teamsters Supplemental 401(k) plan.

Section 10 – Temporary Agency Personnel

Bargaining unit work is that work as defined in this collective bargaining agreement performed by employees within the bargaining unit as defined by National Labor Relations Board certification or by historic recognition. Subject to the terms hereof, pension contributions shall be made on individuals performing bargaining unit work, as described herein, it being understood and agreed that nothing contained herein shall expand either the scope of the bargaining unit as duly certified by the National Labor Relations Board or as historically recognized.

For temporary agency personnel ("TAP") performing bargaining unit work, as described herein, hired or utilized for the first time at a particular location on or after this Agreement is fully executed, the Employer shall pay an hourly contribution rate of \$.10 from the first day of utilization, but in no case for a period longer than 90 calendar days from the TAP's first utilization in the performance of bargaining unit work, as described herein. After the expiration of this 90-day period, the contribution shall be increased to the full contractual rate stated in the pension clause of the applicable collective bargaining agreement.

ARTICLE XXII – TRANSFER OF WORK / SUBCONTRACTING

Section 1

Should the Company transfer work presently performed or hereafter assigned to the collective bargaining unit working at its present location to another operation of the Company (the Company is Allied Waste Services of Contra Costa County) within the jurisdiction of Teamsters Local No. 315 in Contra Costa County, which transfer would result in the termination of employees covered by this Agreement, the Company will provide to the Union as much advance notice as possible (no less than thirty [30] days) prior to any transfer and thereafter consult with the Union concerning the transfer. The Company will offer bargaining unit employees, by seniority, and by mechanics, welder, paint and body repair technician and shop laborer classification, available job opportunities at the new operation. If employees accept a transfer, they will retain their Company seniority for the purpose of fringe benefits. The Company will also discuss with the Union whether to pay severance to any individuals who do not obtain employment in the new operation.

Section 2

No employee employed as of the date of ratification of this Agreement shall be terminated due to the Company's utilization of any subcontractor.

Section 3

In addition to repair work historically performed by outside vendors, supplemental, non-permanent employees may be used as set forth below. Supplemental, non-permanent for the purposes of this provision may be employees from another location within the Company, an agency, service vendor or any third party that can provide employees with the necessary skills to perform the work. The Company may utilize supplemental, non-permanent employees in the Maintenance Department when the number of trucks on the down truck list is equal to or greater than ten percent (10%) of the number of routes in a given day (example: if there are 150 routes in a given day and there are 15 or more trucks on the down truck list); or when ten percent (10%) or more of the bargaining unit employees stationed at the Pacheco hauling location are absent as a result of an unscheduled absence in the Vehicle Maintenance Unit. Unscheduled absences for the purposes of this provision are defined as any of the following: FMLA, Workmen's Comp or a Sick Day. The Company agrees to utilize a supplemental, non-permanent employee for no more than sixty (60) total working days in a rolling twelve (12) month period. The intent is that the Company will not use supplemental, non-permanent employees to diminish the number of employees in the bargaining unit.

ARTICLE XXIII – SUPERVISORS / LEAD PERSONS

Section 1

Supervisors may train employees to operate machinery and equipment. Supervisors may themselves train on machinery and equipment in order to learn unit work. A supervisor can cover for an employee in a bona fide emergency situation and may, on occasion, perform bargaining unit work to resolve productivity issues, provided that this will not occur on a continuous basis. Supervisors will not perform bargaining unit work to the extent that they displace a unit person.

Section 2

Lead persons who are part of the unit may be selected by the Company, at the Company's discretion, and may, also at the Company's sole discretion, be paid at a rate up to one hundred and five percent (105%) of the highest grade in their respective job classification.

ARTICLE XXIV – THIS CONTRACT IS EXCLUSIVE

This Agreement sets forth the employees' exclusive entitlement to wages and benefits. Any wage or benefit not expressly referenced in this Agreement may be discontinued at the discretion of the Company.

ARTICLE XXV – INSTRUCTIONAL MEETINGS

Employees may be required to attend meetings scheduled by the Company for the purpose of instruction or information relative to changes in equipment, new processes or such other matters that are deemed necessary for the proper, safe and efficient performance of their assignments. Employees shall be compensated for their attendance at these meetings only if their regular assigned shift coincides with the time selected by the Company for such instruction.

ARTICLE XXVI – WORKMANSHIP AND EFFICIENCY

Employees shall maintain an acceptable quality of workmanship in all phases of their work. Company shall have the right to discipline employees for, without limitation, excessive errors, comebacks, omissions or negligence. Employees who fail to correct such performance deficiencies after written warning shall be subject to discipline.

ARTICLE XXVII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXVIII – DRUG AND ALCOHOL POLICY

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the Teamsters Assistance Program ("TAP"); would be used as needed in the pool in a helper position; the

employee would lose their bid route. The employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.


ARTICLE XXIX – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of August, 2021.

**ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA
COSTA COUNTY / REPUBLIC SERVICES
OF CONTRA COSTA COUNTY**

By:  _____

Title: General Manager ,

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 315**

By:  _____

Title: Business Representative

EXHIBIT "A"

Class "A" Mechanics

Minimum Requirements: Must have an ASE Certificate (Master Mechanic), heavy-duty truck; must have a Class B or Class A Commercial Driver's License (CDL) with a good driving record.

Duties:

1. Performs repairs and maintenance work in a productive, efficient and safe manner.
2. Provides all hand tools necessary to efficiently and safely perform repairs assigned.
3. Provides technical assistance to other mechanics that are having difficulty determining how to make a repair.
4. Ensures the accuracy of all records. Makes sure repair orders are properly filled out with parts, price and part number, and reflect clock-in and clock-out time.
5. Ensures by personal inspection that all preventive maintenance and repairs are properly accomplished in a quality manner.
6. Determines what parts are required and examines parts to determine cause of failure.
7. Enforces all Company policies and ensures that all procedures are properly followed, *i.e.*, OSHA and environmental regulations.
8. Enforces proper safety practices, ensuring that the garage is clean and safe at all times.
9. Enforces security policies and procedures to protect the Company from pilferage of parties and supplies.
10. Ensures that all repairs performed are productive. Communicates poor employee performance to managers or supervisors so that disciplinary actions may be taken.
10. Employee is responsible for controlling their overtime hours. Any hours over their regularly scheduled hours must be pre-approved by the manager or supervisor.

EXHIBIT "B"

Class "B" Mechanics

Function: Under immediate supervision, performs any and all necessary repairs and maintenance work as assigned by the foreman, supervisor or lead mechanic.

10. **Minimum Requirements:** Is required to have a Commercial Driver's License (CDL) Class B and at least two (2) ASE certifications with at least one (1) the ASE certifications in brakes.

Duties:

1. Performs repairs and maintenance work in a productive, efficient and safe manner.
2. Informs the foreman or supervisor when one assignment is complete and another work assignment is required.
3. Indicates to the foreman or supervisor any repairs found to be necessary which were not previously assigned.
4. Records all time spent and parts used on the appropriate forms provided.
5. Informs the foreman or supervisor immediately of any unsafe practices or conditions.
6. Provides all hand tools necessary to efficiently and safely perform repairs assigned.
7. Enforces all Company policies and ensures that all procedures are properly followed, *i.e.*, OSHA and environmental regulations.
8. Employee is responsible for controlling their overtime hours. Any hours over your regularly scheduled hours must be pre-approved by the manager or supervisor.

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties or witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.