

# ARTICLES OF AGREEMENT

Between

GENERAL TEAMSTERS LOCAL UNION NO. 326

Affiliated With The International Brotherhood of Teamsters

And

- BFI Waste Services, LLC dba Allied Waste Services of Delaware // Republic Services of Delaware.

February 16, 2016 - February 15, 2020

Deleted: BFI WASTE SYSTEMS OF NORTH AMERICA, INC. ¶

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THIS AGREEMENT is made and entered into by and between BFI Waste Services, LLC dba Allied Waste Services of Delaware // Republic Services of Delaware, hereinafter referred to as the "Company" and/or the "Employer", and GENERAL TEAMSTERS LOCAL UNION NO. 326, affiliated with The International Brotherhood of Teamsters, hereinafter referred to as the "Union".

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#### **ARTICLE 1 RECOGNITION & SCOPE OF AGREEMENT**

1.01 In response to the certification of the National Labor Relations Board in Case No. 4-RC-16933, the Employer recognizes and acknowledges that the Union is the sole and exclusive representative for collective bargaining with the Employer for all full time and regular part time employees of the Employer, who are not supervisors or employees otherwise not included by the Board's certification, who are employed in the classifications of work listed in Article 15. The Employer shall not utilize any leasing device to evade the terms of this Agreement.

1.02 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

1.03 The Company agrees to notify the Union of positions within the bargaining unit which are open and for which the Company is accepting applications from outside its workforce.

1.04 These provisions shall apply to all future accretions to the bargaining unit covered by this Agreement. The determination of or challenge to any claimed accretion to the bargaining unit covered by this Agreement is outside the jurisdiction of any arbitrator or the grievance procedure; any grievance or demand for arbitration submitted regarding this section must be stayed until resolution of the threshold determination or challenge.

#### **ARTICLE 2 NON-DISCRIMINATION**

2.01 The Employer and the Union agree not to discriminate against any individual because of such individual's race, non job related disability, color, religion, sex, age, or national origin, as specifically prohibited by the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act of 1967, as amended. The Union recognizes that the Company is an equal opportunity employer, and the Union will support the Company with its commitment to equal employment opportunity and affirmative action. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all Employees.

#### **ARTICLE 3 NO STRIKE/NO LOCKOUT**

3.01 Neither the Union nor the employees covered hereby shall call, cause, sanction, participate in, permit, authorize, honor, instigate, support, assist or condone any strike, sympathy strike, work stoppage, picketing, slow-down or other concerted and/or intentional effort and/or intentional effort to interfere with production.

3.02 Any employee engaging in any such action as set forth in Section 3.01 above shall be subject to disciplinary action, up to and including immediate discharge, without recourse.

3.03 The Employer shall not lock out any employee covered under this Agreement; however, the Employer's exercise of any rights, privileges or responsibilities as defined under this

Agreement shall not be construed as a lockout.

3.04 An employee covered by this Agreement may refuse without fear of discipline to cross a lawful primary picket, which the parties agree does not include any consumer protest/boycott, hand billing or recognitional picket line, established at a customer's place of business, nor shall such employee be permanently replaced as an employee of the Employer.

#### **ARTICLE 4 STEWARD UNION VISITATION & UNION BULLETINS**

4.01 The Union may designate a Steward and an alternate from the bargaining unit employees. The name of the Steward and any alternate shall be given to the Employer in writing by the Union before being effective or recognized, and such Steward or alternate shall serve as the agent and representative of the Union unless and until the Union notifies the Employer in writing that such employees have been removed by the Union and provides the name(s) of their successor. The Employer recognizes the limitation of the Steward and alternates authority and shall not hold the Union liable for any such action on the part of the Steward or alternate provided such has not been authorized, instigated, or condoned by the Union or any official or agent thereof. No Steward or alternate shall have any authority to take strike action or any other action interrupting or interfering with the Employer's business. The authority of a steward or alternate shall be limited to and shall not exceed the investigation and presentation of grievances as defined and as processed in this Agreement. Neither the Steward nor the alternate shall perform any of these duties on Company time. No job steward may leave their job or workstation or deviate from his assigned duties without securing the prior permission of his supervisor.

4.02 A duly authorized representative of the Union may be admitted during normal business hours to the Employer's premises, at his own risk, for the purpose of investigating grievances filed pursuant to this Agreement or in response to an invitation by the Employer. The name of any such duly authorized representative shall be given to the Employer in writing by the Union before being effective or recognized. The Employer has the right to make such limitations concerning the time of such visits and the areas of the Company's operations visited. Such visits shall be at the representative's own risk and shall not interfere with, hamper or obstruct normal operations; nor shall such visits cause any lost time by the employees during such visits. Any visiting Union agent shall be subject to and adhere to all Company rules and regulations during any such visit. Any Union agent visiting the facility will provide advanced notice to the General Manager, or if not available, to a management representative on the agent's arrival. The Employer has the right to make such limitations concerning the time of such visits and the areas of the Company operations visited consistent with business/operational needs.

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4.03 The Employer agrees to provide a glass enclosed, lockable bulletin board at its premises where the Union may post a copy of this Agreement and notices from the Union of meetings, elections, or functions. No item shall be placed on this bulletin board unless an official of the Union or the Shop Steward signs it.

**ARTICLE 5 UNION DUES, FEES & PAYROLL DEDUCTION**

5.01 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing and those who are not members on the execution date, or the effective date, whichever is later, shall on or after the thirty-first (31st) day following said date, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution date of this Agreement, or the effective date, whichever is later, shall on or after the thirty-first (31st) day following the later of said dates, become and remain members in good standing of the Union. The Employer shall not retain in employment any person unless he is or becomes a member of the Union as hereinbefore and hereinafter set forth. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union, certifying that membership has been and continues to be offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

5.02 The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union, and assuming the Company's receipt of any such invoice by the first business day of the month, the Company agrees to remit to the Union all such deductions on or before the twenty-first (21st) day of the month for which the deductions were made, provided the Employer has received written authorization for such deductions from the employee. The Union shall certify to the Employer in writing, each month, a list of its members employed by the Employer, along with statements from the employees authorizing said deductions by employees from whom such statements previously have not been received by the Employer, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such members and the Employer shall deduct said amounts from the first paycheck following receipt of the statement and will remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Should an employee on check-off not be on the payroll during the week in which deductions are made, or has insufficient earnings during that week, or is on leave of absence, such employee must make arrangements with the Union and/or the Employer to pay such dues and/or fees.

5.03 In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security lawfully permissible.

5.04 The Employer agrees to deduct on a weekly basis from the base pay of the employee, for the Credit Union designated by the Union, an amount specified by the employee covered by this Agreement who has signed and delivered to the Employer the proper legal authorization for such deductions. The weekly amount once specified cannot be changed for a period of six (6) months. An employee may withdraw his authorization for the deduction at any time during the year. However, re-enrollment can be effected only after six (6) months from the date such

Authorization was withdrawn. It is further provided that Credit Union deductions will be made only in weeks, in which the employee has sufficient earnings, recognizing the Union dues have first priority. Payment shall be forwarded to the Credit Union once a month within ten (10) days after the final deduction is made each month.

5.05 Upon receipt of written authorization from employee(s), Employer agrees to deduct from the wages of employee(s), their voluntary contributions to the Teamsters Local 326 Political Action Committee, or any other Political Action Fund designated by the Local Union. Employer will make these deductions on a weekly basis and forward the amounts deducted once each month to the location designated by the Local Union.

5.06 The language, wording and intent of this Article of this Agreement shall govern and shall be controlling, regardless of the language of the Union's check-off authorization form, and the Employer and employees shall not be bound by the language contained in any Union check-off authorization form which may be submitted to the Employer.

5.07 The Union agrees to indemnify and hold the Employer and its agents and/or employees harmless from and to pay any and all suits, claims, demands, penalties, damages, attorney fees, expenses, court costs, judgments, and any other liability that may arise out of or result from the application of the provisions of this Article.

#### **ARTICLE 6 MANAGEMENT RIGHTS**

The Union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of this Agreement are retained exclusively by the Employer, without limitation, except as specifically modified by the express terms of this Agreement, including, but not limited to: the right to maintain order, discipline and efficiency; the right to make, initiate, alter and enforce employees rules, regulations, policies and practices which are not in conflict with the terms of this Agreement; the right to discipline and discharge employees subject to the grievance procedure; the right to select, hire, train, direct and control the working force and employees; the right to transfer, assign, promote, demote, classify, reclassify, lay-off, recall, replace, suspend and retain employees subject to the grievance procedure; the right to introduce new and eliminate or change existing equipment, machinery, services or processes; the right to subcontract; the right to make studies of workloads and institute changes in the work loads and job assignments; the right to plan, direct and control operations; the right to select and retain employees for positions excluded from the bargaining unit; the right to determine prices and rates for products and services; the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance, in whole or in part; the right to determine standards, methods and means of production; the right to determine the job content and requirements of any job or classification; the right to determine the number and qualifications of employees needed by the Employer at any time and the number of employees who shall operate on any given job, operation or unit of equipment; the right to determine both the schedule and number of hours and shifts to be worked; the right to maintain and establish standards of quality and quantity to be maintained.

The parties agree and understand that current and future technology will be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Company may, at its

discretion, install in its vehicles or facilities, institute and implement any technological observation or other management tool system that it deems appropriate in furtherance of its business. The Company may use any and all data collected through the use of technology or equipment installed pursuant to this section for any lawful purpose. Any disputes regarding the application of new technology shall be resolved through the application of the grievance and arbitration procedures of this agreement.

The above enumeration of rights is by way of example, and is not a limitation on the Employer's Rights to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Employer, and the continuance or discontinuance of any past

practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Employer.

#### ARTICLE 7 DISCIPLINE

7.01 The right of dismissal and maintenance of discipline among employees shall be the exclusive right and responsibility of the Employer. However, the Employer shall not discharge an employee without a prior written warning and/or a disciplinary suspension, unless the cause of such discharge is for dishonesty; theft; recklessness resulting in an accident while on duty; carrying of unauthorized passengers; insubordination; assaulting a fellow employee/customer/vendor, supervisor or any other member of Management; discourtesy to a customer or member of the public; or for the causes provided for in this Agreement or in Company provided rules and regulations.

7.02 The warned or disciplined employee, the Steward and, by documented e-mail, the Union shall be furnished a copy of every written warning and notice of every disciplinary suspension or discharge within four (4) days from the Employer's determination that a warning and/or discipline is appropriate but, in any event, within thirty (30) days of the Employer's awareness of the Employee's involvement in the incident giving rise to the decision to warn or discipline the employee, provided the employee has been notified in writing within four (4) days of the Employer's awareness of the incident, of the Employer's investigation of the incident or situation, except in cases of suspected dishonesty where no such notice need be given. In cases of discharge or suspension. The Employer shall mail or e-mail a copy of the written notice to the office of the Union within one (1) working day from the date of discharge or suspension which notice shall state the cause for such action and circumstances upon which the Employer has based its decision. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of such warning notice.

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7.03 Any Company rule or regulation shall not be in conflict with this Agreement. During the term of this Agreement, should the Employer publish any rules or regulations not in effect as of the time of this Agreement, the Employer will notify the employees covered by this Agreement or subject to the rule or regulation, either through posting or individual publication or similar means of its rules and regulations. The Union retains the right to grieve the reasonableness or contract conformity of any new rule or regulation within Five (5) calendar days of its posting or publication under the grievance and arbitration procedures of this Agreement. Should the Union not grieve any such rule or regulation, it shall be deemed reasonable and in conformity with the Agreement and thereby constitutes cause for disciplinary action under this Article.

7.04 The Employer shall not discipline an employee because of garnishments or impending garnishments.

7.05 Upon discharge the Employer shall pay all money due the employee by the next scheduled payday, provided the employee has satisfied any debt to the Employer and has returned to the Employer any of its property or property for which the Employer is responsible, which has been furnished to the employee.

## ARTICLE 8 GRIEVANCES AND ARBITRATION

8.01 For the purposes of this Agreement, the term "grievance" means a dispute or controversy between the Employer and any employee covered by this Agreement, other than a probationary employee, as to the interpretation of any express provision of this Agreement or any question of fact arising out of any alleged violation of an express provision of this agreement which is not otherwise excluded from this grievance procedure.

8.02 Any employee having a complaint or grievance properly arbitrable under this Agreement must observe the following procedure after first trying and having failed to reach a satisfactory solution with the Employer or with the employee's supervisor, with a Steward or alternate present, if such presence is the desire of the grievant, at any or all stages of this grievance procedure:

a. The grievance must be reduced to writing, dated and signed by the employee. The written grievance shall contain all available facts, allegations, information and the names of all parties with knowledge of the event giving rise to the grievance, to the best of the employee's ability. The grievance must be received by the Employer or its designated representative within six (6) working days of the time the grievant becomes aware or, reasonably, should have become aware of the event, act or omission giving rise to the grievance which, in the case of a perceived error in an employee's paycheck, shall mean the time the employee is given the paycheck; Within five (5) working days after receipt of the written grievance, the supervisor and/or his designated representative shall meet, upon request, with a business representative of the Union and the employee to attempt to settle the grievance. The duly authorized agent of the Union shall have a right to examine time sheets and records maintained by the Employer pertaining to computation of compensation or benefits of any employee covered by this Agreement whose pay is in dispute or other appropriate records pertaining specifically to the particular grievance upon reasonable notice of a desire to examine such records. Within ten (10) working days of this meeting, the Employer shall advise the Union and the grievant of its decision, in writing. The Union and the Employer may agree in writing to an extension of time for rendering of this decision; If the Union is not satisfied with the decision rendered in Section (b) above, or if the grievance procedure outlined in Section (a) and (b) above has not been followed by the Employer, the Union may appeal to arbitration by giving written notice to the Employer within twenty (20) days after the decision is rendered or expiration of the time, as outlined in Section (b) above, using the American Arbitration Association expedited process. The arbitrator shall be assigned to the case from a list of three arbitrators mutually agreed upon between the Company and the Union. The list during the current collective bargaining agreement includes Lawrence Coburn, Ralph Colflesh, and Tom McConnell. Arbitrators will be selected in alphabetical order based on their availability beginning with the next arbitrator who has not heard and decided the last arbitration. However, the right of appeal to arbitration of a grievance filed in accord with this Agreement in response to a written warning may be preserved and deferred beyond the twenty (20) days until the employee is either discharged or given a disciplinary suspension, (whichever comes first), provided written notice of said preservation and deferral is given the Employer within the original twenty (20) day period required under this subsection; in the event the employee is either discharged or given a disciplinary suspension within nine months of the original warning letter grievance may be included in any subsequent arbitration of the suspension or grievance.

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8.03 All time limits stated in this Article shall be jurisdictional, unless extended by mutual written consent of the Employer and the Union and the failure to follow any time limit shall result

in the grievance being null, void and waived and the grievance shall be settled in accordance with the Employer's decision as set forth in Section 8.02(b)

8.04 The arbitrator shall have no power or authority to amend, alter, or modify this Agreement, but shall be limited to deciding whether or not a violation of its express terms has been committed; he shall have no power or jurisdiction to base an award on an alleged practice or oral understanding not incorporated in writing as a part of this Agreement; he shall have no power to substitute his discretion for that of the Employer in cases where the Employer has retained discretion or the right to act under this Agreement.

The arbitrator shall not have the power or the authority to consider or determine questions of substantive arbitrability raised by either the Union or the Employer

8.05 The Arbitrator must deduct all interim earnings or other compensation received by the employee in making a monetary award in any claim for back wages.

8.06 An issue of facts as to whether or not any particular employee has violated this Agreement by instigating or participating in any strike or interference with the production as set forth in Section 3.01 above, shall be arbitrable provided that the only issue to be decided by the arbitrator is whether or not the employee participated in the proscribed activity. In the event the arbitrator finds that the employee did in fact participate, he shall have no power or jurisdiction to question, overturn or otherwise consider the kind or severity of disciplinary action taken against the employee.

8.07 The fees and expenses of the arbitration, the hearing of which shall be held at a mutually agreeable site within New Castle County, Delaware including but not limited to those of the stenographer, the arbitrator and the arbitration hearing room shall be divided equally between the Employer and the Union. Each party shall bear its own expense in presenting its case to the arbitrator, in providing witnesses and in securing any desired copy of the hearing transcript.

8.08 The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees. Should the arbitrator fail to render a decision of any kind the grievance may be resubmitted to arbitration in accord with the same procedure prescribed herein as respects its initial filing.

#### **ARTICLE 9 SENIORITY**

9.01 Any person newly employed under this Agreement may be so employed up to ninety (90) days on a probationary basis, during which time he may be discharged by the Employer without recourse, including recourse to the grievance procedure provided herein. After said ninety (90) days the employee shall be placed on the regular seniority list as of his most recent date of employment by the company under this Agreement. The Employer, with the agreement of the affected employee and Union Business Representative, may extend the probationary period for an additional period of time not to exceed ninety (90) additional calendar days.

The Employer shall not utilize as an employee a person who has failed during his probationary period to become a regular employee and who has thus been terminated by the Employer, for a

period of six (6) months following his termination. Should such occur in spite of the forgoing, the person shall be credited with whatever days he had worked during the previous probationary period in serving any new such period. Casual employees shall not be used as a subterfuge to deprive probationary employees from attaining seniority.

9.02 Layoffs, recalls, and promotions within the bargaining unit will be based on seniority and relative employee qualifications, with the senior most qualified employee prevailing. For purposes of this section employee qualifications shall include the employee's skill to perform the work, the employee's attendance record, the employee's safety record, and the employee's customer service record. If requested, the Employer shall advise the Union of the basis for its determination. In cases of equal qualifications, seniority shall be the governing factor. The Employer shall notify the Steward of any layoff due to the Employer's reducing the size of its workforce, prior to or at the time it notifies the employee or employees to be laid off. An employee on layoff shall be given written notice on or by the fifth (5th) work day thereof, confirming the employee's layoff status, by receipted delivery or certified mail to his address as it appears on the Employer's records, with a copy mailed to the Union's office.

9.03 In the event the Employer acquires another company or work of another facility and merges the acquired company's operations or work into those covered by this Agreement, any employees of the acquired company who are retained by the Employer within said operations shall be junior in seniority, if attained, to those employed by the Employer prior to the merger. As among said junior employees, their relative seniority shall be determined based on their length of continuous employment with the acquired company.

9.04 An employee shall lose his seniority and the employment relationship shall cease in the event an employee: quits; is discharged; fails to report for work after a lay-off within seven (7) days (fourteen (14) days if gainfully employed) after receipted notice to return to work or evidence of attempt to deliver said notice to his last address appearing on the Company's records; is absent any two (2) consecutive days without notifying the Company prior to starting time unless to have done so was impossible; gives a false reason for obtaining a leave of absence, engages in other employment within the same industry as the Employer while on leave of absence or vacation; is off from work for layoff in which case the time period shall be one (1) year, or absence due to disability caused by an injury or illness covered under the Workers' Compensation Act, in which case the time period shall be twenty-four (24) months or a time period equal to the employee's length of service with the Employer at the time of the onset of the disability, whichever is the less but in no event less than twelve (12) months, or an absence due to disability caused by an injury or illness not work related or compensable under the Workers Compensation Act, in which case the time period shall be six (6) months; is retired; or enters into a settlement for permanent disability under the Workers' Compensation laws. Employees who are on Workers Compensation leave at the time this contract is ratified shall be administered under the prior contract language until their return to work.

9.05 Each employee covered by this Agreement shall notify the Employer immediately and in writing of any change in his mailing address and shall provide the Employer with a phone number at or through which he can be reached, for which information the employee shall be provided a written receipt. In the event any employee fails to comply with the provisions of this Section, the Employer shall not be responsible for failure of correspondence, notices and messages to reach such employee.

9.06 The Union shall be entitled to a seniority list upon request not to exceed 6 in any one contract year. Within thirty (30) days after signing this Agreement, and at least annually thereafter, the Employer shall post in a conspicuous place at the Employer's premises, and shall mail to the Union a list of the regular employees covered by this Agreement, arranged according to their seniority. Protest to any employee's seniority date or position on such list must be made, in writing, to the Employer, within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest, which is timely filed, may be submitted to the grievance procedure in accord with the provisions of Article 8 of this Agreement.

9.07 The Employer agrees not to utilize supervisory, non-unit employees, or subcontractors to perform work which would otherwise be assigned to or performed by bargaining unit employees merely to avoid hiring additional full-time employees into the bargaining unit; the parties agree that the Employer may use such non-unit labor for up to sixty (60) consecutive days without challenge.

9.08 In the event the Employer determines that a non-temporary job vacancy exists (not including route realignments or adjustments), it shall post a notice of said vacancy for five (5) consecutive work days both next to the employee time clock and on the Company bulletin board. Any employee may apply for consideration by the Employer for assignment to the vacant job by signing the notice within the posting period. After the posting period, the Employer shall select from among the qualified bidders the most qualified and, if qualifications are equal, the most senior bidder shall be awarded the assignment. ~~The first subsequent vacancy or opening that occurs as a result of the initial posted vacancy or opening shall be open to bid by all qualified employees. The senior most qualified employee as defined in Article 9.02 shall have the opportunity to bid for the route. In the event a second (2<sup>nd</sup>) vacancy or opening is made available, the Employer will repost for five (5) days. After the posting period, the Employer shall select from among the qualified bidders and, if qualifications are equal, the most senior bidder shall be awarded the assignment. If a third (3<sup>rd</sup>) vacancy or opening that occurs as a result of filling the posted vacancy shall be filled by the Employer in a manner at its sole discretion, as will any posted vacancy for which no bid is received. No successful bidder shall be allowed to bid on another vacancy for twelve (12) months from the date of his assignment for which he bid.~~

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In the event a successful bidder is disqualified by the Employer within thirty (30) days of his Assignment, either because of his inability to satisfactorily perform the job or for some other reason, he shall be assigned to a position similar to his former position and shall not be allowed to bid on another vacancy for twelve (12) months.

9.09 On any workday that there is not work for all employees, work shall be offered by classification seniority, among those employees who have worked their scheduled workdays during that workweek.

**ARTICLE 10 SAFETY AND EQUIPMENT**

10.01 In the event of a dispute between an employee and the mechanical department with regard to the safe condition of a vehicle, the dispute will be settled by the supervisor of maintenance whose decision shall be binding on the complaining employee.

9.06 The Union shall be entitled to a seniority list upon request not to exceed 6 in any one contract year. Within thirty (30) days after signing this Agreement, and at least annually thereafter, the Employer shall post in a conspicuous place at the Employer's premises, and shall mail to the Union a list of the regular employees covered by this Agreement, arranged according to their seniority. Protest to any employee's seniority date or position on such list must be made, in writing, to the Employer, within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest, which is timely filed, may be submitted to the grievance procedure in accord with the provisions of Article 8 of this Agreement.

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9.08 In the event the Employer determines that a non-temporary job vacancy exists (not including route realignments or adjustments), it shall post a notice of said vacancy for five (5) consecutive work days both next to the employee time clock and on the Company bulletin board. Any employee may apply for consideration by the Employer for assignment to the vacant job by signing the notice within the posting period. After the posting period, the Employer shall select from among the qualified bidders the most qualified and, if qualifications are equal, the most senior bidder shall be awarded the assignment. Any subsequent vacancy or opening that occurs as a result of the initial posted vacancy or opening shall be bid by an employee not assigned to a route. The senior most qualified employee as defined in Article 9.02 shall be selected. Any subsequent vacancy or opening that occurs as a result of filling the posted vacancy shall be filled by the Employer in a manner at its sole discretion, as will any posted vacancy for which no bid is received. No successful bidder shall be allowed to bid on another vacancy for twelve (12) months from the date of his assignment for which he bid.

In the event a successful bidder is disqualified by the Employer within thirty (30) days of his Assignment, either because of his inability to satisfactorily perform the job or for some other reason, he shall be assigned to a position similar to his former position and shall not be allowed to bid on another vacancy for twelve (12) months.

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10.01 In the event of a dispute between an employee and the mechanical department with regard to the safe condition of a vehicle, the dispute will be settled by the supervisor of maintenance whose decision shall be binding on the complaining employee.

10.02 Any employee involved in any accident shall immediately report to the Employer said accident and any physical injury to the Employer or any third party as well as any damage to the Employer's property or equipment or to the property of any third party. When required by his

Employer, the employee, before the end of the employee's shift or sooner as may be the Employer's published policy, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. Failure to comply with this provision or any published rules or policies concerning the reporting of such matters shall subject the employee to disciplinary action, up to and including discharge.

10.03 As directed by the Employer or any of its published policies, employees shall immediately, or no later than at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. Failure to comply with this provision or any published rules or policies concerning the reporting of such matters shall subject the employee to disciplinary action, up to and including discharge.

10.04 Employees may be required as a condition of employment to wear and/or utilize any safety gear required by the Employer.

10.05 Employees who maintain a Commercial Driver License (CDL) must obtain a DOT physical examination from a medical examiner who is listed on the National Registry of Certified Medical Examiners. Employees shall attend such appointments on their own time unless directed to a medical examiner selected by the Company. The Company may schedule the physical examination of any current employee. Should, however, the current employee be required to submit to the physical examination during his scheduled work day and as a result, lose time at work, the Company shall compensate the employee for any such lost time up to eight (8) hours for that day.

10.06 Employees shall not carry any unauthorized passengers in or on their equipment. Any employee in violation of this Section shall be subject to immediate discharge.

10.07 All vehicles operated by employees covered by this Agreement shall be equipped with heaters, defrosters, communication radios and speedometers, which the Employer shall endeavor to maintain in proper working order. No employee shall be required to take onto public streets a vehicle equipped with a speedometer, which does not work, or heater/defroster which does not work when conditions warrant use of same.

10.08 The Employer shall not require as condition of continued employment that an employee covered by this Agreement purchase a truck to be utilized in the Employer's business or purchase a proprietary interest in the Employer's business.

10.09 The Employer shall not require an employee covered by this Agreement to pay for damage caused by the employee unless such damage is the result of an intentional act or proven gross negligence on the part of the employee. Any determination shall be subject to the grievance procedure and if so challenged, any demand to pay will be deferred until resolved.

10.10 An employee will be bailed out of jail and have all fines paid by the Employer if incarcerated in connection with the faithful discharge of his duties for a charge or offense committed at the direction of the Employer and for each workday or hour spent in jail or in court because of any such offense charged, the employee shall be paid for all lost earnings. Notwithstanding the foregoing, no employee shall be compensated in any manner if the offense involved is a felony. In the event an employee is required to serve as a witness on behalf of the Employer, he shall be similarly reimbursed.

10.11 The Company agrees to provide uniforms (which may include jackets, hats, pants and shirts) To those employees required by the Company to wear uniforms as a condition of employment.

The Company reserves the right to determine the number, source and manner in which the uniforms will be supplied to and worn by employees, and what constitutes the required uniform apparel. Such uniforms remain the property of the Company at all times and must, upon demand, be surrendered by the employee and returned to the Company. No employee may wear the insignia, badge, button, logo, trademark or commercial trade name or any article of clothing which bears any such likeness which is not issued or approved by the Company, nor may any employee deface or alter the uniform. The Company will arrange for the cleaning and maintenance of the uniforms. All costs associated with the cleaning and maintenance shall be borne by the Company. Replacement of any uniform at the expense of the Company will be conditioned upon the employee's return of the previously issued Article.

Should the Company not provide shorts, an employee may purchase and maintain shorts, for work provided the type being purchased is approved by the Company and that the employee maintains such shorts in a condition acceptable to the Company.

10.12 Each employee shall be required to wear safety boots which meet standards required by the Employer. Twice a year the Employer will supply a vendor for the purposes of purchasing or maintaining the required boots. be allotted a maximum of \$100.00 (One Hundred Dollars) twice a year. For employees who chose not to purchase boots through the Employer provided vendor, they must provide a receipt to be reimbursed up to \$100.000 (One Hundred Dollars).

**Deleted:** Each January of the contract term, each employee will receive a boot allowance check of \$75.00 (Seventy-Five Dollars) or

**Deleted:** for employees presenting receipts to the Employer, for the purpose of purchasing and maintaining the required boots.

10.13 Each January of the contract term, each shop employee will receive a tool allowance check for the purpose of purchasing tools to be used in connection with the employee's work for the Employer. All eligible shop employees will receive a minimum tool allowance of \$150.00 (one hundred and fifty dollars) per year in years one and two of this agreement and \$200.00 (two hundred dollars) in the third year of this agreement. Shop employees presenting receipts to the Employer will receive a maximum of \$350.00 (three hundred and fifty dollars) In year two a maximum of \$450 (four hundred and fifty dollars) and in year three a maximum of \$550 (five hundred and fifty dollars) per year tool allowance.

**Deleted:** \$100.00 (one hundred dollars)

**Deleted:** \$125.00 (one hundred twenty-five)

**Deleted:** \$225.00 (two hundred twenty-five)

**Deleted:** in years one and

**Deleted:** two of this agreement and in year three a maximum of \$250.00 (two hundred fifty (\$250.00))

Eligible employees are those who, as of that January, have completed at least one (1) full year of continuous employment as a shop employee with the Employer.

10.14 No employee or applicant for employment shall be required to take any form of lie detector test as a condition of employment.

10.15 Should an employee be injured on the job, necessitating emergency professional medical attention, he shall be transported promptly to a medical treatment facility and as appropriate, return to the job or to his home and paid for the remainder of eight (8) hours for that day.

#### ARTICLE 11 UNPAID LEAVE OF ABSENCE

11.01 Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act, and amendments thereto, shall be granted all rights and privileges, including

reinstatement provided by the Act.

11.02 The Employer may grant or approve, at its discretion, to any regular non-probationary full time employee an unpaid leave of absence from work for any period not to exceed thirty (30) consecutive days and, again at its discretion, extend such leave for like periods of time. Applications should be made with as much advance notice as possible. The Company shall give

the Union notice of any leave or extension to that leave granted under the terms of this Article.

11.03 The Employer agrees to grant one week's leave of absence without discrimination or loss of seniority, without pay, to any employee designated by the Union to attend a labor convention, provided the Employer has been provided written notice of such at least two weeks prior to the commencement of the absence. This privilege shall be granted no more than one employee during the life of this Agreement.

11.04 Employees are subject to Republic Service's Alcohol and Drug Free Workplace Procedures on the same terms as non-bargaining unit employees.

11.05 Bargaining unit employees are eligible and shall be considered for leave under the federal Family and Medical Leave Act in accordance with the terms of that act and any Employer policies implementing the provisions of that Act at the workplace.

11.06 During the period of absence, the employee shall not engage in or accept other employment.

11.07 Any accrued vacation over and above one week or any other accrued paid leave shall be applied and taken during any period of leave granted under the terms of this Article. Notwithstanding the foregoing, the employee may elect to apply all accrued vacation to any such leave.

11.08 An employee desiring to return to work before the termination of the leave shall give the Company at least seven (7) calendar days' notice in writing of his intention to return.

11.09 An employee on leave under the terms of this Article is subject to lay-off as provided by this Agreement.

#### ARTICLE 12 HOLIDAYS

12.01 Each regular, full time employee covered by this Agreement who has completed his probationary period shall be paid his regular straight time hourly rate of pay at eight (8) hours, if the employee is paid by the hour, subject to a minimum of One hundred and Twenty Five Dollars (\$125.00) for each of the following Holidays on which the employee is not scheduled to work:

New Year's Day  
Independence Day  
Memorial Day

Labor Day  
Thanksgiving Day  
Christmas Day

12.01A Employees paid under one of the Employer's Incentive Pay Plans shall have their pay for holidays, vacation and sick leave computed as follows: The employees total earnings

Deleted: Four Dollars (\$104.00); increased to One Hundred and Five Dollars (\$105.00 effective February 16, 2009); increased to One Hundred and Six Dollars (\$106.00 effective February 16, 2010); increased to One Hundred and Seven Dollars (\$107.00 effective February 16, 2011); increased to One Hundred and Eight Dollars (\$108.00 effective February 16, 2012)

accumulated for the prior 52 week fiscal period (minus any bonuses) divided by the total hours accumulated in the same period times eight. In any event the employee shall not receive less than the minimums listed in Article 12.01.

Deleted: 13

12.02 To be eligible for holiday pay an employee must work his regularly scheduled working day immediately preceding and such day immediately following such holiday and any scheduled Saturday make up day during the holiday week unless excused in advance by the Employer or unless the holiday is within the first month of an employee's absence due to lay off or due to an injury compensable under the Workers' Compensation Act.

12.03 Any work performed on such Holidays shall be paid for at two (2) times the employee's regular straight time wage rate or rates, in addition to Holiday Pay as prescribed above, provided the employee works his regularly scheduled working day immediately preceding and such day immediately following the Holiday.

### ARTICLE 13 VACATIONS

13.01 Each regular, full time employee shall receive vacation pay, if he is paid by the hour, at his regular straight time hourly wage rate, with each week at forty (40) hours; or, if he is paid on a Day Rate basis, at his regular straight time Day Rate of pay times five (5); or, if he is paid on one of the Employer's Incentive Pay Plans, at forty (40) times his straight time base hourly compensation (i.e., excluding any overtime and premium pay) based on the employee's prior 52 week average (determined each January), subject to a minimum of Five Hundred Sixty Five Dollars (\$565.00): increased to Five Hundred Seventy Five Dollars (\$575.00) effective February 16<sup>th</sup> 2017: and increased to Five Hundred Eighty Five Dollars (\$585.00) effective February 16<sup>th</sup> 2018; for each week of vacation to which he is entitled, according to the following schedule:

Deleted: Five Hundred Forty Five Dollars (\$545.00); increased to Five Hundred Fifty Dollars (\$550.00) effective February 16, 2014; and increased to Five Hundred Fifty Five Dollars (\$555.00) effective February 16, 2015; for each week of vacation to which he is entitled, according to the following schedule:

After one (1) year of continuous employment: one (1) week  
After three (3) years of continuous employment: two (2) weeks  
After seven (7) years of continuous employment: three (3) weeks  
After fifteen (15) years of continuous employment: four (4) weeks

13.02 In the event a holiday listed in 12.01 falls within the scheduled vacation period of an employee eligible for holiday pay allowance, said employee shall receive holiday pay allowance, in addition to his vacation pay.

13.03 Vacations shall be scheduled in advance to be taken at the mutual convenience of the Employer and the employee consistent with the Employer's requirements for manpower necessary to maintain efficient conditions. A blank vacation schedule shall be posted January 1 and removed on March 1, each year. Any employee whose vacation time they have chosen has not been approved shall be notified by March 15 of each year and given the opportunity to make an adjustment, the approved vacation assignment posting shall be reposted

and kept posted during the vacation year. Once approved the vacation period may only be changed by mutual agreement of the employer and the affected employee. During the posting period, employees shall designate thereon their desired vacation time. In the event of a conflict, preference shall be determined in favor of the most senior of the employees in conflict. The Employer may allow an employee to change his choice of vacation time if such does not interfere with the vacation time previously selected by another employee. Vacations may be taken during any month of the year but it is understood that the Employer has the right to permit no more than one (1) Driver off on vacation during any one (1) week.

13.04 Employees with three (3) or more weeks of vacation, with three (3) weeks advance written notice to the Company, may elect to sell back any unused vacation over and above two (2) weeks, provided that any cash-out must be in five (5) day/forty (40) hour increment. In cases of financial hardship, which will be left up to Company discretion, employees may request to cash out single day increments. When paying out vacation in the month of December, employees may cash-out individual days less than one (1) week.

#### ARTICLE 14 HEALTH & WELFARE, SICK LEAVE, NEW CUSTOMER COMMISSIONS AND RETIREMENT

14.01

During the term of this agreement, bargaining unit employees will be offered the same health and welfare programs, at the same premiums and benefits, which are provided to the Company's non-bargaining unit employees.

The Company may amend, change, alter, modify, substitute, or add to any such benefits, insurance carriers, administrators, coverages, or plans, provided that those changes are consistent with the changes made for non-bargaining unit employees. At no point during this Agreement will employees increased yearly contribution exceed 10% in any year based on changes to the cost of the plan.

Patient Protections and Affordable Health Care Act. Upon written notice, the Company shall have the right to re-open the provisions of this Article to negotiate new insurance language and cost sharing to the extent changes are or will be needed to comply with the Affordable Care Act, its regulations or other federal, state or local health care reform legislation; or to avoid or minimize fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, the implementation of Cadillac taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage), assessments, fund charges or contribution increases beyond those expressly in the contract, or penalties regarding the provision of insurance coverage. The parties shall commence negotiations within thirty (30) days upon receipt of said written notice and continue for up to sixty (60) days. Should no agreement be reached, the parties shall have the right to take any legal or economic action they deem necessary.

**Deleted:** During the term of this Agreement, bargaining unit employees will be offered the major insurance plan, vision, dental, long-term and short-term disability benefits under the same terms, benefit levels, conditions and contributions on the same basis on which these benefits are provided to non-bargaining unit employees at the Wilmington Division as they exist now or may be amended, changed, altered, or modified during the term of this agreement. All active bargaining unit employees who are paying insurance premiums to the company as of the ratification date of this contract will receive a weekly payment equal to the difference between their current premium payment and the new premium payment for the same benefit plan beginning April 2013. All medical premiums will be deducted prior to taxes. However, the above mentioned premium difference payment shall be used in the calculation of all fringe benefits. This payment will begin when the new premium increases begin and will cease upon the termination of their employment. The company will pay weekly premium increases that exceed the amounts specified below for each year of the contract ¶  
¶  
Year 2: \$15 or 10% per week whichever is less Year 3: \$15 or 10% per week whichever is less

14.02 Further, each regular, full time employee, upon completion of his probationary

period, shall ~~be given a prorated amount of sick days up to a maximum of six (6) days of sick leave~~ each calendar year, payable beginning with the third (3rd) consecutive workday, but retroactive to the first workday, for which the employee is absent due to a disabling, non-occupational injury or illness proven to the satisfaction of the Employer, provided the employee has notified the Employer at least one (1) hour before his scheduled starting time, each day. However, should the illness or injury necessitate the employee's confinement to a hospital, as directed by a physician, prior to said third (3rd) day, accrued sick leave days may be utilized commencing with the first day of hospitalization. Should

**Deleted:** begin to earn sick leave at the rate of one-half (1/2) day for each month of continuous service. to

personal circumstances beyond the control of such an employee necessitate his absence from work on a workday not within a workweek in which a Holiday occurs, the employee may utilize an accrued day of sick leave, with pay, for such personal day off work, provided he has given the Operations Manager or the Division Manager at least forty eight (48) hours notice in advance

of his scheduled starting time on the day of the requested personal leave. It is understood that such personal leave may not be utilized as additional Vacation time. Toward the end of each calendar year, each employee may elect either to be paid for the sick leave he has earned that year but did not use, or carry it over to the following year, provided his total accrued sick leave does not exceed 12 days. Pay for each day of paid sick leave shall be calculated on the same basis as pay for holidays in accord with Section 12.01 of this Agreement.

14.03 Employees will be covered by the Company's Refer Republic Program

Deleted: 10

Deleted: The following schedule of bonus commissions shall be paid to each employee covered by this Agreement whose referral of a prospective customer results in the securing of a new "permanent" customer:¶

-----Section Break (Continuous)-----  
Residential Customer Roll Off Customer  
Rear End Loader Commercial Customer¶  
Front End Loader Customer¶

-----Column Break-----  
\$9.00 each, driver and helper ¶  
\$9.00 if one yard container¶  
\$13.00 if one and one half yard container  
\$16.00 if two yard container \$17.00  
if three yard container \$16.00 if two  
yard container \$18.00 if three yard  
container \$20.00 if four yard container¶  
\$22.00 if six yard container \$27.00  
if eight yard container

14.04,

The Company will permit bargaining unit employees to participate in the Republic Services, Inc. 401(k) Plan on the same terms and conditions it allows non-bargaining unit employees to participate. The Company may amend, change, alter, or modify any such benefits or the administrator, provided that those changes are consistent with the changes made for non-bargaining unit employees.

At the time of ratification the current Company match will be dollar for dollar on the first three percent and fifty cents per dollar on the next two percent of the employee's contribution. There is no additional match on any contributions beyond five percent.

**Deleted:** The Company agrees to make the Teamsters 401K Plan available to eligible full-time non-probationary employees to make before or after tax contributions at the employee's choice. Further the Company will match such contributions based upon \$ 50 for every \$1.00 contributed by the employee up to a maximum of 5% of the employees total gross pay.

## ARTICLE 15 WAGES, HOURS AND OVERTIME

15.01-A The Employer will provide a weekly itemization by employee of the work performed for which the employee is being compensated.

Pay rates are found in Appendix One.

Included for each driving classification in Appendix One is a day rate. In the event an employee is delayed in starting his route due to needed equipment repairs or encounters breakdowns during the course of running his route he shall receive the incentive pay for his route or the day rate whichever is greater. All municipal residential work shall be paid at the appropriate day rate found in Appendix One. No employee shall suffer a loss of pay due to a breakdown.

The Company shall pay an hourly shift premium for Mechanics who begin their shift on or after 2 PM. In year one and two the shift premium shall be forty (40) cents per hour and in year three the shift premium shall be fifty (50) cents per hour. The Company will pay a premium of \$0.25 per hour (which will become part of the employee's base rate of pay) for each active and current ASE certification held by the shop/mechanic employee from the following: (Diesel Engines; Steering & Suspensions; Brakes Systems; Electrical Systems; Drive Train Components; Preventive Maintenance) The Company will reimburse the shop/mechanic employee for the costs of a test to obtain any of the above ASE certifications for which the employee receives a passing grade. Application of the above wage scale shall not cause a reduction in the wage rate of any employee assigned on the effective date of this Agreement to the above classifications of work. Further, should application of the above scale not produce at least the same wage increase provided any employee within one classification, the same as other employees within the same classification, then any such employee shall have his then current wage rate increased by an amount equal to the same amount of increase provided those other employees within his same classification. Mechanics shall be assigned off-hours on-call on a rotating basis, when required by the Company. The on-call mechanic(s) will be paid a stipend of \$50.00 for his/her on-call status. If called in the mechanic shall be guaranteed a four (4) hour minimum pay. \* A Swing Driver shall receive the greater of either the Day Rate or pay earned under the Incentive Pay plan for the system to which he is assigned. An employee serving as Lead Tractor/ Trailer Driver shall receive the same amount of increase in

**Deleted:** Employees shall receive a six hundred dollar (\$600) lump sum bonus within two (2) weeks following ratification of the company's final offer. This bonus payment is subject to applicable taxes. ¶

**Deleted:** thirty-five (35)

**Deleted:** forty-five (45)

his Day Rate as that provided a Tractor/Trailer Driver.

Every six (6) months, the Employer will review the point distribution of the various routes and within the bounds of and giving overriding consideration to customer service needs and general business and operation considerations, determine if adjustments are needed to that distribution so as to promote equal earning opportunities. Containers that a Roll Off Driver merely delivers, without dumping, shall be rated at one-half the full service rate, as will the containers merely relocated from one customer's site to another customer's site; containers that a Roll Off Driver relocates on a customer's same site, shall be rated at one-fourth the full service rate. One-half the full service rate shall also be assigned for so-called blocked containers assigned by the Company to be dumped by the driver, provided he has promptly reported said condition to the Employer's Dispatcher and, if the driver is unable to obtain access to the container through his own effort, allow the Company the opportunity to contact the customer and obtain removal of the blockage. If the Dispatcher is unable to obtain removal of the blockage in a reasonable time, the driver, after checking again with the Dispatcher, must obtain a description of the vehicle creating the blockage, including make, model and license plate number, affix the Company prescribed tag to the blocked container and may proceed to his next assigned customer site.

For each day an Employee is assigned to train on his route a trainee Employee, the Employee shall receive an additional ten percent (10%) of his base pay for that day.

15.01B: Should the company have the opportunity to bid or otherwise pursue customers which work, if received, would be paid a different rate than the classification/work rates set out herein, the Company will notify the Union and make itself available to negotiate the applicable wage rate.

15.02 The classifications set forth above are for the purpose of setting forth the minimum rates of pay and neither these classifications nor any other provision of this Agreement shall be construed as a restriction upon the Employer's right to require employees assigned to a particular classification or operating a particular system to perform work in another classification or system. The Union recognizes the need for flexibility in the work force and agrees that employees in one classification or system shall not be restricted from and may be assigned to do the work normally done by employees in another classification or system. When the Employer requires an employee from his usual system to work within another system, it shall assign that work to the junior qualified employee within the system from which the selection is made.

The staffing needs of any job covered by this Agreement and the job duties of any classification contained herein shall be determined by the Employer. Nothing contained in this Agreement shall constitute a guarantee of any particular job or of any hours or days of work or duty within any particular classification nor shall it constitute a guarantee of any particular duties as a part of any particular classification. When the Employer assigns an employee to a higher rated classification, the employee shall be paid the applicable higher rate of pay for all hours, days or units, actually worked in that classification. If Front Load Currato Residential Can Trucks are phased out, current employees in that Line of Business will move to an Automated Side Load making the same rate as they were in the Front Load Currato Residential Can

Trucks. If an employee in this situation voluntarily bids into a different position, they will be paid the stated rate for that position.

15.03 Employees are required to take a thirty (30) minute unpaid meal break during the course of each shift, to be taken at a time of his choosing convenient with the Employer's production requirements provided the unpaid lunch is not taken during the first 2 hours of the shift nor during the last 2 hours of the shift. Employees will on the time clock electronically attest to the accuracy of their working hours and, for each pay period, review the punch report provided to them by the Company, and then complete, sign and return the Company's Time Card Certification or the Time Card Correction Request. All Drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practices therein.

15.04 Employees shall be paid in accord with the Fair Labor Standards Act provisions for overtime pay for all hours worked in excess of forty (40) in any one-work week. It is understood and agreed that there shall be no duplication and/or pyramiding of overtime and/or premium pay under the terms of this Agreement. Only those days and/or hours actually worked by an employee on the job shall be counted as days or hours worked in the calculation of overtime. An employee who reports to work as scheduled and is not put to work shall be paid the sum of \$40.00 provided that the employee remains available for work and provided further that such payment will not be made where: the Employer has notified the employee in advance of the lack of work, such notice being given to the employee's address or phone on file; the inability to put the employee to work is not the fault of the Employer but results from an act of nature or similar emergency; (3) the employee is not put to work for disciplinary reasons, provided the day off is included in the disciplinary penalty. Any payment made pursuant to this provision shall not be considered as time worked for overtime calculation. Collection employees assigned to do container and cart work shall not be required to work more than twelve and one-half (12 ½) hours per day.

15.05 Upon request from the Union's authorized Business Representative, the Company shall conduct an audit of any customer/route issue being serviced by an employee covered by this Agreement. Such request should, when made, detail the specific concerns or customer(s) prompting the requested audit. The results of any such audit shall be shared with the Business Representative and the employee servicing the route/customer. In addition, the driver will be made aware of the price for all residential special cleanups or extra trash removals. Any non-roadside special cleanups or other residential extra trash removals will carry a higher customer price.

15.06 The company will pay a one-time signing bonus of \$500.00 to all active bargaining unit employees upon ratification of this tentative agreement. The Company can make no guarantees concerning the Federal and/or State tax treatment of these payments.

#### ARTICLE 16 ATTENDANCE BONUS

Beginning the first calendar month after ratification, the Company will pay non-probationary bargaining unit employees a bonus of fifty dollars (\$50.00) for each month in which the employee reports on time (no tardy), no unapproved early exits, and no absences (unless excused

as vacation, holiday, jury duty, or personal day under the terms of the contract).

#### ARTICLE 17 SAFETY BONUS

Beginning the first calendar month after ratification, the Company will pay non-probationary bargaining unit employees a bonus of fifty dollars (\$50.00) for each month in which the employee has no work place injury which results in a claim, no preventable accident, has attended all safety meetings with the exception of Paid Time Off and no violation of Company safety rules or policies.

#### ARTICLE 18 JURY DUTY

Each regular full time employee who has completed his probationary period and who is required to serve on a jury duty shall receive as pay for such service for each of his regularly scheduled work days required for such service the difference between his REGULAR/NORMAL EARNINGS and the payment received from the government for such jury service, provided he has notified the Employer of his call to jury duty promptly upon receipt of such notice. When such an employee reports for jury service on a scheduled workday, he will not be unreasonably required to report for work that same day. Absence required for jury duty service will be considered as time worked for the purposes of health and welfare and pension, vacation, holidays and seniority, as provided for elsewhere in this Agreement. The provisions of this Article shall apply to no more than thirty (30) days of such service during each year of this Agreement.

#### ARTICLE 19 BEREAVEMENT LEAVE

Deleted: FUNERAL

In the event of a death of a member of the immediate family of a regular, full time employee who has completed his probationary period, such employee shall be allowed a maximum of three (3) days absence from work with pay to attend to funeral-related matters. Pay for each such day of absence from work shall be calculated the same as Holiday pay.

Company will agree to pay employee for three (3) days but allow for two additional unpaid days, at the Company's discretion, if attending service requires overnight travel.

The phrase "immediate family" includes only the employee's spouse, parent, child, sister and brother. The Employer reserves the right to require proof of the relationship and the employee's attendance at the funeral. In the event of the death of such an employee's grandparent, sister-in-law, brother-in-law, mother-in-law or father-in-law, he shall be allowed one (1) day of absence from work with pay to attend the funeral.

#### ARTICLE 20 SALE OF COMPANY

In the event the Company or one of its major divisions or routes covered by this Agreement is sold, the Employer shall give notice of the existence of this Agreement to the purchaser and notice of the sale to the Union by certified mail, return receipt requested.

**ARTICLE 21 COMPLETION OF ENTIRE AGREEMENT**

In reaching this Agreement, the Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the area of collective bargaining and further by the parties after full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement.

All parties hereto have fully exercised and complied with any and all obligations to bargain. This contract expresses, embodies and includes the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term. This Agreement supersedes any previous agreements between the parties.

**ARTICLE 22 SAVINGS**

It is agreed that this instrument contains the full and complete agreement between the Employer and the Union. Any modification or amendment shall be void and of no force or effect unless reduced to writing and executed by the parties hereto. Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice because of any existing or subsequently enacted legislation, by decree of court of competent jurisdiction, such invalidation shall not affect the remaining portions hereof.

**ARTICLE 23 DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the first pay period beginning on February

~~16, 2016 through February 15, 2020 and shall continue thereafter from year to year unless notice is given in writing of a desire to change, modify or terminate the Agreement, by either party to the other party no less than sixty (60) days prior to the expiration of such period.~~

Deleted: 2013

Deleted: 2016

BFI WASTE SYSTEMS OF  
NORTH AMERICA, INC.

GENERAL TEAMSTERS  
LOCAL UNION NO. 326

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPENDIX ONE

Deleted: ... [1]

		2.00%	2.25%	2.25%	2.50%
	Current	2/15/2016	2/15/2017	2/15/2018	2/15/2019
<b>Mechanics</b>					
A Tech	\$21.52	\$21.95	\$22.44	\$22.95	\$23.52
B Tech	\$19.31	\$19.70	\$20.14	\$20.59	\$21.11
C Tech	\$14.62	\$14.91	\$15.25	\$15.59	\$15.98
Welder	\$16.64	\$16.97	\$17.35	\$17.75	\$18.19
Mechanic's Assistant	\$13.43	\$13.70	\$14.01	\$14.32	\$14.68
Shop Utility (Cart Delivery)	\$12.39	\$12.64	\$12.92	\$13.21	\$13.54
Lead Mechanic Adjustment	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Mechanic On Call (4hour Min)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
<b>Residential</b>					
<b>RL Trash or Yard Waste Driver</b>					
	Current				
Multi Unit Resi	\$0.1543	\$0.1574	\$0.1609	\$0.1645	\$0.1687
Once per week	\$0.4364	\$0.4451	\$0.4551	\$0.4654	\$0.4770
Twice per week	\$0.2635	\$0.2688	\$0.2748	\$0.2810	\$0.2880
Mobile Home rates	\$0.2662	\$0.2715	\$0.2776	\$0.2839	\$0.2910
Commercial Stops	\$0.6112	\$0.6234	\$0.6375	\$0.6518	\$0.6681
Walk Up Service	\$0.5144	\$0.5247	\$0.5365	\$0.5486	\$0.5623
Day Rate	\$180.29	\$183.90	\$188.03	\$192.26	\$197.07
<b>RL Trash Helper</b>					
	Current				
Multi Unit Resi	\$0.1306	\$0.1332	\$0.1362	\$0.1393	\$0.1428
Once per week	\$0.3837	\$0.3914	\$0.4002	\$0.4092	\$0.4194
Twice per week	\$0.2241	\$0.2286	\$0.2337	\$0.2390	\$0.2450
Mobile Home rates	\$0.2219	\$0.2263	\$0.2314	\$0.2366	\$0.2426
Commercial Stops	\$0.6112	\$0.6234	\$0.6375	\$0.6518	\$0.6681
Walk Up Service	\$0.4615	\$0.4707	\$0.4813	\$0.4922	\$0.5045
Day Rate	\$164.84	\$168.14	\$171.92	\$175.79	\$180.18
<b>RL Recycle Driver</b>					
	Current				
Multi Unit Resi	\$0.1158	\$0.1181	\$0.1208	\$0.1235	\$0.1266
Once per week	\$0.3273	\$0.3338	\$0.3414	\$0.3490	\$0.3578
Twice per week	\$0.1976	\$0.2016	\$0.2061	\$0.2107	\$0.2160
Mobile Home rates	\$0.1997	\$0.2037	\$0.2083	\$0.2130	\$0.2183
Commercial Stops	\$0.4584	\$0.4676	\$0.4781	\$0.4888	\$0.5011
Walk Up Service	\$0.3858	\$0.3935	\$0.4024	\$0.4114	\$0.4217
Day Rate	\$169.99	\$173.39	\$177.29	\$181.28	\$185.81

<b><u>RL Recycle Helper</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.0980</u>	<u>\$0.1000</u>	<u>\$0.1022</u>	<u>\$0.1045</u>	<u>\$0.1071</u>
<u>Once per week</u>	<u>\$0.2877</u>	<u>\$0.2935</u>	<u>\$0.3001</u>	<u>\$0.3068</u>	<u>\$0.3145</u>
<u>Twice per week</u>	<u>\$0.1681</u>	<u>\$0.1715</u>	<u>\$0.1753</u>	<u>\$0.1793</u>	<u>\$0.1837</u>
<u>Mobile Home rates</u>	<u>\$0.1664</u>	<u>\$0.1697</u>	<u>\$0.1735</u>	<u>\$0.1775</u>	<u>\$0.1819</u>
<u>Commercial Stops</u>	<u>\$0.4584</u>	<u>\$0.4676</u>	<u>\$0.4781</u>	<u>\$0.4888</u>	<u>\$0.5011</u>
<u>Walk Up Service</u>	<u>\$0.3461</u>	<u>\$0.3530</u>	<u>\$0.3610</u>	<u>\$0.3691</u>	<u>\$0.3783</u>
<u>Day Rate</u>	<u>\$154.53</u>	<u>\$157.62</u>	<u>\$161.17</u>	<u>\$164.79</u>	<u>\$168.91</u>

<b><u>ASL Trash</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.1543</u>	<u>\$0.1574</u>	<u>\$0.1609</u>	<u>\$0.1645</u>	<u>\$0.1687</u>
<u>Once per week</u>	<u>\$0.4364</u>	<u>\$0.4451</u>	<u>\$0.4551</u>	<u>\$0.4654</u>	<u>\$0.4770</u>
<u>Twice per week</u>	<u>\$0.2635</u>	<u>\$0.2688</u>	<u>\$0.2748</u>	<u>\$0.2810</u>	<u>\$0.2880</u>
<u>Mobile Home rates</u>	<u>\$0.2662</u>	<u>\$0.2715</u>	<u>\$0.2776</u>	<u>\$0.2839</u>	<u>\$0.2910</u>
<u>Commercial Stops</u>	<u>\$0.6112</u>	<u>\$0.6234</u>	<u>\$0.6375</u>	<u>\$0.6518</u>	<u>\$0.6681</u>
<u>Walk Up Service</u>	<u>\$0.5144</u>	<u>\$0.5247</u>	<u>\$0.5365</u>	<u>\$0.5486</u>	<u>\$0.5623</u>
<u>Day Rate</u>	<u>\$207.04</u>	<u>\$211.18</u>	<u>\$215.93</u>	<u>\$220.79</u>	<u>\$226.31</u>

<b><u>ASL Recycle</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.1157</u>	<u>\$0.1180</u>	<u>\$0.1207</u>	<u>\$0.1234</u>	<u>\$0.1265</u>
<u>Once per week</u>	<u>\$0.3242</u>	<u>\$0.3307</u>	<u>\$0.3381</u>	<u>\$0.3457</u>	<u>\$0.3544</u>
<u>Twice per week</u>	<u>\$0.1976</u>	<u>\$0.2016</u>	<u>\$0.2061</u>	<u>\$0.2107</u>	<u>\$0.2160</u>
<u>Mobile Home rates</u>	<u>\$0.1997</u>	<u>\$0.2037</u>	<u>\$0.2083</u>	<u>\$0.2130</u>	<u>\$0.2183</u>
<u>Commercial Stops</u>	<u>\$0.4584</u>	<u>\$0.4676</u>	<u>\$0.4781</u>	<u>\$0.4888</u>	<u>\$0.5011</u>
<u>Walk Up Service</u>	<u>\$0.3858</u>	<u>\$0.3935</u>	<u>\$0.4024</u>	<u>\$0.4114</u>	<u>\$0.4217</u>
<u>Day Rate</u>	<u>\$188.48</u>	<u>\$192.25</u>	<u>\$196.58</u>	<u>\$201.00</u>	<u>\$206.02</u>

<b><u>FL Currato Can Trash</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.1543</u>	<u>\$0.1574</u>	<u>\$0.1609</u>	<u>\$0.1645</u>	<u>\$0.1687</u>
<u>Once per week*</u>	<u>\$0.4364</u>	<u>\$0.4451</u>	<u>\$0.4551</u>	<u>\$0.4654</u>	<u>\$0.4770</u>
<u>Twice per week</u>	<u>\$0.3294</u>	<u>\$0.3360</u>	<u>\$0.3435</u>	<u>\$0.3513</u>	<u>\$0.3601</u>
<u>Mobile Home rates</u>	<u>\$0.2662</u>	<u>\$0.2715</u>	<u>\$0.2776</u>	<u>\$0.2839</u>	<u>\$0.2910</u>
<u>Commercial Stops</u>	<u>\$0.7643</u>	<u>\$0.7796</u>	<u>\$0.7971</u>	<u>\$0.8151</u>	<u>\$0.8354</u>
<u>Walk Up Service</u>	<u>\$0.6431</u>	<u>\$0.6560</u>	<u>\$0.6707</u>	<u>\$0.6858</u>	<u>\$0.7030</u>
<u>Day Rate</u>	<u>\$207.04</u>	<u>\$211.18</u>	<u>\$215.93</u>	<u>\$220.79</u>	<u>\$226.31</u>

<b><u>FL Currato Can Recycle</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.1158</u>	<u>\$0.1181</u>	<u>\$0.1208</u>	<u>\$0.1235</u>	<u>\$0.1266</u>
<u>Once per week</u>	<u>\$0.3242</u>	<u>\$0.3307</u>	<u>\$0.3381</u>	<u>\$0.3457</u>	<u>\$0.3544</u>
<u>Twice per week</u>	<u>\$0.1977</u>	<u>\$0.2017</u>	<u>\$0.2062</u>	<u>\$0.2108</u>	<u>\$0.2161</u>
<u>Mobile Home rates</u>	<u>\$0.1997</u>	<u>\$0.2037</u>	<u>\$0.2083</u>	<u>\$0.2130</u>	<u>\$0.2183</u>
<u>Commercial Stops</u>	<u>\$0.4585</u>	<u>\$0.4677</u>	<u>\$0.4782</u>	<u>\$0.4890</u>	<u>\$0.5012</u>
<u>Walk Up Service</u>	<u>\$0.3858</u>	<u>\$0.3935</u>	<u>\$0.4024</u>	<u>\$0.4114</u>	<u>\$0.4217</u>

<u>Day Rate</u>	<u>\$188.48</u>	<u>\$192.25</u>	<u>\$196.58</u>	<u>\$201.00</u>	<u>\$206.02</u>
<b><u>Yard Waste (RL - One Man)</u></b>	<b><u>Current</u></b>				
<u>Multi Unit Resi</u>	<u>\$0.1543</u>	<u>\$0.1574</u>	<u>\$0.1609</u>	<u>\$0.1645</u>	<u>\$0.1687</u>
<u>Once per week</u>	<u>\$0.4364</u>	<u>\$0.4451</u>	<u>\$0.4551</u>	<u>\$0.4654</u>	<u>\$0.4770</u>
<u>Twice per week</u>	<u>\$0.3294</u>	<u>\$0.3360</u>	<u>\$0.3435</u>	<u>\$0.3513</u>	<u>\$0.3601</u>
<u>Mobile Home rates</u>	<u>\$0.1988</u>	<u>\$0.2028</u>	<u>\$0.2073</u>	<u>\$0.2120</u>	<u>\$0.2173</u>
<u>Commercial Stops</u>	<u>\$0.7643</u>	<u>\$0.7796</u>	<u>\$0.7971</u>	<u>\$0.8151</u>	<u>\$0.8354</u>
<u>Walk Up Service</u>	<u>\$0.6431</u>	<u>\$0.6560</u>	<u>\$0.6707</u>	<u>\$0.6858</u>	<u>\$0.7030</u>
<u>Day Rate</u>	<u>\$187.09</u>	<u>\$190.83</u>	<u>\$195.13</u>	<u>\$199.52</u>	<u>\$204.50</u>

<b><u>Commercial</u></b>	<b><u>Current</u></b>				
<u>Rate per Yard</u>	<u>\$0.32</u>	<u>\$0.33</u>	<u>\$0.33</u>	<u>\$0.34</u>	<u>\$0.35</u>
<u>DSWA</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>
<u>Extra Pick up per Container</u>	<u>\$7.46</u>	<u>\$7.61</u>	<u>\$7.78</u>	<u>\$7.96</u>	<u>\$8.15</u>
<u>Saturday Premium</u>	<u>\$48.26</u>	<u>\$49.23</u>	<u>\$50.33</u>	<u>\$51.47</u>	<u>\$52.75</u>
<u>Sunday Premium</u>	<u>\$74.57</u>	<u>\$76.06</u>	<u>\$77.77</u>	<u>\$79.52</u>	<u>\$81.51</u>
<u>FL Comm Day Rate</u>	<u>\$164.84</u>	<u>\$168.14</u>	<u>\$171.92</u>	<u>\$175.79</u>	<u>\$180.18</u>

<u>RL Driver Day Rate</u>	<u>\$180.29</u>	<u>\$183.90</u>	<u>\$188.03</u>	<u>\$192.26</u>	<u>\$197.07</u>
<u>RL Helper Day Rate</u>	<u>\$140.02</u>	<u>\$142.82</u>	<u>\$146.03</u>	<u>\$149.32</u>	<u>\$153.05</u>

<u>Recycling Day Rate</u>	<u>\$164.84</u>	<u>\$168.14</u>	<u>\$171.92</u>	<u>\$175.79</u>	<u>\$180.18</u>
<u>Saturday Premium</u>	<u>\$48.27</u>	<u>\$49.24</u>	<u>\$50.34</u>	<u>\$51.48</u>	<u>\$52.76</u>
<u>Sunday Premium</u>	<u>\$72.39</u>	<u>\$73.84</u>	<u>\$75.50</u>	<u>\$77.20</u>	<u>\$79.13</u>

<u>Swing Driver Day Rate</u>	<u>\$175.14</u>	<u>\$178.64</u>	<u>\$182.66</u>	<u>\$186.77</u>	<u>\$191.44</u>
<u>Incremental LOB</u>	<u>\$20.00</u>	<u>\$20.40</u>	<u>\$20.86</u>	<u>\$21.33</u>	<u>\$21.86</u>

<b><u>Roll Off</u></b>					
<u>Rate per Point</u>	<u>\$8.84</u>	<u>\$9.02</u>	<u>\$9.22</u>	<u>\$9.43</u>	<u>\$9.66</u>
<u>Saturday Premium</u>	<u>\$49.70</u>	<u>\$50.69</u>	<u>\$51.83</u>	<u>\$53.00</u>	<u>\$54.33</u>
<u>Sunday Premium</u>	<u>\$74.57</u>	<u>\$76.06</u>	<u>\$77.77</u>	<u>\$79.52</u>	<u>\$81.51</u>
<u>Day Rate</u>	<u>\$164.84</u>	<u>\$168.14</u>	<u>\$171.92</u>	<u>\$175.79</u>	<u>\$180.18</u>

\* Job incumbents as of ratification shall receive .52 per DB for 1x per week homes for the life of this agreement.

\* Employees who have a CDL will receive a \$0.50 per hour premium

\* Employees will receive a \$600 lump sium payment on the first paycheck following the full execution of the Agreement

LETTER OF  
AGREEMENT

Each year, employees shall be given the opportunity to inform the Employer of their interest in becoming qualified on another piece of equipment. In the event the Employer, in its discretion, conducts training on that equipment, the training will be offered to those interested employees.

BFI WASTE SYSTEMS OF  
NORTH AMERICA, INC.

GENERAL TEAMSTERS  
LOCAL UNION NO. 326

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

~~Deleted: LETTER OF AGREEMENT~~

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~~In the industrial line of business the Company shall post start times for permanent roll-off assignments and for long term temporary roll-off assignments.~~

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~~BFI WASTE SYSTEMS OF  
GENERAL TEAMSTERS  
NORTH AMERICA, INC.  
LOCAL UNION NO. 326~~

~~¶~~  
~~¶~~  
By: ... [2]