



**Collective Bargaining Agreement
By and Between**



**GENERAL TEAMSTERS
LOCAL UNION NO. 326
&
ARROW LEASING and SANITARY SERVICE**

**Effective
August 1, 2013 through July 31, 2016**

AGREEMENT

THIS AGREEMENT MADE AS OF THE 1ST DAY OF *AUGUST, 2013*
BY AND BETWEEN ARROW LEASING and SANITARY SERVICE (hereinafter called the Employer) LOCATED WITHIN THE JURISDICTION OF LOCAL 326, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter called the Union).

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APPENDIX "A"

ARTICLE 1. RECOGNITION

The Employer recognizes and acknowledges that the Local Union is the sole and exclusive representative of all employees in the classifications of Driver, Yardman and Mechanic work covered by this agreement for the purposes of collective bargaining as provided by the National Labor Relations Act. The Employer will not be party to any plan, scheme or device intended to circumvent or defeat any provisions of this agreement.

ARTICLE 2. TRANSFER OF EMPLOYER'S TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, only the specific provisions of this Agreement excluding supplements or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement for any part thereof. Such notice shall be in writing with a copy to the Union not later than thirty (30) days prior to the effective date of the sale or thirty (30) days subsequent to submission to a regulatory agency, whichever is the later. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee, or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this Agreement.

ARTICLE 3. UNION SECURITY & CHECKOFF

All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the execution date of this Agreement, whichever is the later.

This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein, shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

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 which may be lawfully permissible.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory Agreement, the Union shall be permitted all legal or economic recourse.

The Employer agrees to deduct from the pay of all regular employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE or any such PAC Fund designated by Teamsters Local 326. DRIVE shall notify the Employer of the amounts designated by each contributing employee which are to be deducted from his/her paycheck on a weekly basis for all weeks worked.

The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE NATIONAL HEADQUARTERS on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number and the amount deducted from the employee's paycheck.

ARTICLE 4. PROTECTION OF RIGHTS

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action nor shall such employee be permanently replaced in the event an employee refuses to enter upon the property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this agreement, and including primary picket lines at the employers place of business.

It shall not be a violation of this agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform service which his employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

ARTICLE 5. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such error is corrected within (90) days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less that those contained in this agreement.

The Employer agrees not to enter into any agreement or contract with his 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.

The Employer agrees that it will not sponsor or promote, financially or otherwise, directly or indirectly, any group or labor organization, for the purpose of undermining the Union nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or non membership in the Union or in connection with any activities in behalf of the Union.

ARTICLE 6. UNION AND EMPLOYER COOPERATION

The union and the employer understand the importance of "A DAYS WORK FOR A DAYS PAY". When a worker is not pulling his weight, the employer has the responsibility to talk with the man to try to find the root of the problem and help him. If the employer fails to solve the problem, the job steward has the responsibility to help the employer by talking with the worker.

If the employer and the job steward are unable to solve the problem, the officers of the union have the responsibility to meet with all parties and find a solution.

ARTICLE 7. LIE DETECTOR TEST

The company shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 8. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this application of such article or section to persons or circumstances other than those as to which it has been valid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article of Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this agreement to the contrary.

ARTICLE 9. LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of gross negligence is shown. This article is not be construed as permitting charges for loss or damage to equipment under any circumstances.

ARTICLE 10. WINTER SAFETY EQUIPMENT

The employer shall install heaters and defrosters on all trucks and tractors, and shall keep heaters, defrosters and all safety equipment in working order as required by law.

ARTICLE 11. BONDS

Should the employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the employer. The primary obligation to procure the bond shall be on the employer. The primary obligation to procure the bond shall be on the employer. If the employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding requirements, standard premiums only on said bond to be paid by the employer. A standard premium shall be that premium paid by the employer for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE 12. PHYSICAL EXAMINATIONS

Any physical examination requirements by the employer are to be paid for by the employer.

ARTICLE 13. MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

The employer shall pay health and welfare and pension fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for health and welfare and/or pensions.

ARTICLE 14. NON-DISCRIMINATION CLAUSE

The employer and the union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, pregnancy, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, pregnancy, national origin or age.

The company and the union agree that there will be no discrimination by the company or the union against any employee because of his or her membership in the union or because of any employee's lawful activity and/or support of the union.

ARTICLE 15. COMPENSATION CLAIMS

The employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The employer shall provide Workmen's Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job the employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who was returned to his regular duties after sustaining a compensable injury who is required by workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 16. INSPECTION PRIVILEGES

Authorized agents of the union shall have access to the employers establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that there is no interruption of the firms working schedule.

ARTICLE 17. HIRED OR LEASED EQUIPMENT

The employer agrees that it will not lease any outside equipment or otherwise have work within the scope of employment covered by this agreement performed by persons who are not his or its employees unless it does not have available equipment required to perform the work involved and will not hire outside equipment, except to supplement his own when they are in full use.

ARTICLE 18. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the employer agrees that no work or services of the kind, nature or type covered by , presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant person or non-unit employees, unless otherwise provided in this agreement.

Nothing in this contract is intended to change the Company's present methods of delivery. These methods include variances from the normal operation for economic reasons which will be agreed to by the Company and the Show Steward.

ARTICLE 19. JURISDICTIONAL DISPUTES

In the event that any dispute should arise between any local unions, parties to this agreement, or between any local union party to this agreement, the employer agrees to accept and comply with the decision or settlement of the unions or union tribunals which have the authority to determine such dispute.

ARTICLE 20. SEPARATION OF EMPLOYMENT

Upon discharge the employer shall pay all money including vacation pay due to the employee. Upon quitting, the employer shall pay all money due to the employee including vacation pay on the pay day in the week following such quitting.

ARTICLE 21. STEWARDS

The Employer recognizes the right of the Union to designate a job Steward and an alternate from the Employer's seniority list.

The authority of the job Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances to his Employer or the designated Company representative in accordance with the provisions of the Collective Bargaining Agreement ;
- (b) The collection of dues when authorized by appropriate Union action;

(c) The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provide such messages and information:

- (1) have been reduced to writing, or
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interferences with the Employer's business; provided, however, that the activities referred to in (a), (b), and (c) shall not be performed in such fashion as to unreasonably conflict with the Steward's work duties.

A job steward or alternate has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of a job steward or his alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken authorized strike action, slowdown or work stoppage in violation of this Agreement.

A job Steward shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The designated alternate job Steward is authorized to act only when the job Steward is absent or unavailable for reasonable amount of time. When the job Steward is available within a reasonable period of time, the alternate is not authorized to act on behalf of the members.

ARTICLE 22. SENIORITY

Seniority rights for employees shall prevail. Starting times, classifications, and bids shall be by seniority order.

When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to be recalled in the reverse order in which they were laid off according to their seniority roster.

A new employee shall work under the provisions of this agreement, but shall be employed only on a sixty (60) working day trial period during which time he may be discharged without further recourse, provided, however, the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against union members. After sixty (60) working days an employee shall gain seniority status and his seniority date on the seniority list shall revert back to the first date of hire.

In case of discipline within the sixty (60) working day period, the employer shall notify the union in writing. Casual employees shall not come under this provision.

The sixty (60) working day period shall not be used to avoid hiring additional regular employees.

When the employer needs additional men, it shall give the Union the equal opportunity with all other sources to provide suitable applicants, but the employer shall be obligated to hire those referred by the Union.

Any employee hired as a seasonal, casual or part-time worker shall not become a seniority employee under those provisions where it has been agreed by the employer and Union that he was hired for seasonal, casual or part-time work.

Casual employees shall not be used as subterfuge to deprive regular employees of daily or weekly overtime.

A list of employees rated according to seniority shall be furnished to the Union office upon request, or the first day of each year hereafter. All seniority lists shall be posted and shall be binding upon the employer, the Union and the employees, unless a grievance is filed and processed in the manner provided by the grievance procedure herein provided, within thirty (30) days after the list or lists have been posted.

Employees taking a leave of absence for the purpose of accepting employment in supervisory capacity with the Employer shall accumulate no further seniority beyond the date of taking such leave. If such employees do not return to the job classification covered by this Agreement within ninety (90) days from the time they take such leave, they shall forfeit all seniority. If they return to their job classification before the end of ninety (90) days, their seniority will resume from the time at which it stopped, but shall not include the period of time they worked outside this Agreement.

Seniority shall be broken and lost by the occurrence of any of the following events:

- a. Voluntary quit.
- b. Discharge for just cause.
- c. Failure to report for work within forty-eight (48) hours from the date of recall from layoff.
- d. Unauthorized leave of absence.
- e. Unauthorized failure to report for work for three (3) consecutive working days.
- f. Gainful employment with another employer while in the active employ of the Employer.
- g. Layoff for a period of three (3) years or more.

Any dispute or any question relating to seniority not covered by this Agreement specifically shall be settled by negotiations between the Employer and the Union. If the matter cannot be resolved within ten (10) working days, it shall be submitted to arbitration as provided herein.

The steward shall have top seniority.

ARTICLE 23. LEAVES OF ABSENCE

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights (including vacation and holiday eligibility as provided for in this Agreement) and without pay , to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours, written notice is given to the Employer by the Union specifying the approximate length of time he may be off.

The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Any employee desiring leave of absence from his employment without discrimination or loss of seniority rights (including vacation and holiday eligibility as provided in this agreement) and without pay, shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits, to any employee designated by the Union, in writing to the Employer, to act as an elected Union officer, business agent or organizer.

The employee must make suitable arrangements for continuation of health and welfare and pension payments and life insurance payments; if any, at his expense before the leave or any extension thereof may be approved by either the Union or the Employer.

ARTICLE 24. DISCHARGE OR SUSPENSION

The employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the company must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the local union office, within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the employer must give at least one (1) warning notice of the specific complaint against such employee in writing, and a copy of the same to the union and the shop steward. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of the occurrence upon which the complaint and warning notice are based.

Any employee discharged must be paid in full for all wages owed him by the employer, including earned vacation pay, if any, at the date of discharge.

A discharged or suspended employee must advise his local union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the employer in writing within ten (10) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the union and the employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in this agreement.

The Uniform Rules and Regulations attached hereto as Appendix "A" shall continue in effect and shall prevail in the application and interpretation of this Article. Additional rules must be mutually approved before becoming effective.

ARTICLE 25. ARBITRATION AND GRIEVANCE PROCEDURE

Any grievance or dispute concerning interpretation or performance of this agreement, shall be settled in the following manner:

Step 1. Should any employee covered by this agreement have a grievance, it shall be taken up at once with the Steward. The Steward shall make every effort to arrive at a satisfactory adjustment with the superintendent. If no satisfactory settlement can be reached, then said grievance shall be reduced to writing and signed by the grievant within ten (10) days and submitted to the next step.

Step 2. Upon receiving the grievance reduced to writing, the Business Agent and/or officer of the Union shall meet with the Company to resolve said grievance.

Step 3. If no satisfactory settlement is reached the grievance shall be referred to the National Master Freight Agreement.

In reference to warning letters as provided for in this agreement, the following shall apply:

a. Warning letters shall not remain in effect for a period of more than nine (9) months from date of such warning notice.

b. An employees right to appeal a warning letter shall be protected if, within then (10) working days of such notice, a written protest is made to the Company by the Union. Appeals from warning notices will not be heard until the grievant has been given disciplinary time off or has been discharged.

c. The time limitation of ten (10) working days is also applicable to an Employer taking disciplinary action against an employee except in the case of dishonesty or involving the investigation of an accident. In those instances, the Employer may take action within ten (10) working days from the employee's involvement in an alleged dishonesty or accident.

ARTICLE 26. STARTING TIME, WORKWEEK, OVERTIME AND PREMIUM PAY

Starting time in the morning may be staggered to meet varying business conditions, but shall not be earlier than 6:00 A.M. nor later than 9:00 A.M., except in cases of emergency. Compensation for the employees covered by this agreement shall be the time scheduled for said employees to report for work, provided the said employees report on time.

For the purpose of this agreement, time shall be computed from the employees starting time at the company until the time the employee punches out. If an employee is late for his assigned starting time, he shall be paid from the time that he punches in.

The standard workweek shall be five (5) days of eight (8) hours each, Monday through Friday. An employee shall be guaranteed eight (8) hours in any day or forty (40) hours in any week, excluding meal periods, except Saturday which shall be guaranteed at four (4) hours pay, at the rate of one and one half the straight time rate.

Employees may be required by the employer to work in excess of eight (8) hours in any day or forty (40) hours in any week, but in such event shall be paid the applicable overtime rate.

All hours worked on Saturday shall be at the rate of time and one half.

All hours worked on Sunday shall be paid at time and one half the straight time rate of pay. All hours worked on holidays shall be paid at time and one half the straight time rate of pay, plus a day's pay for the holiday.

If a new employee proves unsatisfactory after less than eight (8) hours of work, the employer shall pay to said employee only for the time actually worked.

The Union will not enter into any agreement or have any understanding with any employer of the type covered by this agreement which gives to such other employer any better terms as to wages, hours or working conditions than those expressed in this agreement: provided however, that if such employer hereafter enters into its first agreement with the Union, this restriction will not be applicable to such a first agreement, subject to the consent of the employer covered by this agreement.

It is agreed that there shall be no strikes, cessations of work, or lockouts unless otherwise provided for in this agreement.

ARTICLE 27 – WAGES AND RATES OF PAY

The rates of pay for the various classifications of employment shall be as follows:

Lead Man: Effective 8/1/2013 Straight Time Hourly Rate: \$ 19.60

6/1/2014 Straight Time Hourly Rate: \$ 20.10

8/01/14

8/01/15

*** TO BE INCREASED AS NOTED BELOW**

Seniority Drivers: Effective 8/1/2013 Straight Time Hourly Rate: \$ 19.10

Effective 6/1/2014 Straight Time Hourly Rate: \$ 19.60

8/01/14

8/01/15

*** TO BE INCREASED AS NOTED BELOW**

On August 1st 2014 of each year of the contract *hereafter*, the employees shall receive an hourly wage increase of one dollar (\$1.00) per hour. The hourly increase shall be diverted, at the option of the Union, between Health & Welfare and Pension hourly contribution rates and/or the base hourly straight time rate.

Casual Straight Time Hourly Rate: \$ 16.00

New Probationary Employees:

1. First six (6) months of cumulative employment shall be \$1.00 less than senior classification.
2. Second six (6) months of cumulative employment shall be \$0.75 less than senior classification.
3. Third six (6) months of cumulative employment shall be \$0.50 less than senior classification.
4. Fourth six (6) months of cumulative employment shall be \$0.25 less than senior classification.

At the end of the second year of cumulative employment, new employees shall be advanced to the senior classification rate per hour.

ARTICLE 28. MEAL PERIOD

The employer shall have the right to require his employees to take a lunch period of not less than thirty (30) minutes nor more than one (1) hour. Employer may direct any employee to work all or part of his one (1) hour lunch period, in which event the employee shall receive twenty (20) minutes to eat on employers time and the employee may not be dismissed one (1) hour early, but must be worked to the employee's regular quitting time, producing a minimum of one (1) hour of overtime pay.

ARTICLE 29. DEATH IN THE FAMILY

In case of death in an employee's family (i.e. spouse, mother, father, step parent who raised employee, sister, brother, legitimate children including in-law relatives father, mother, sister, and Brother) the Employer shall grant such employee a maximum of three (3) days off with pay for the express purpose of attending services for the deceased. Death certificate or other satisfactory proof of death must be submitted to the Employer. The Employee must be on the seniority list for at least six (6) months.

ARTICLE 30. HOLIDAYS

The following days are recognized as holidays for the purpose of this Agreement: New Years Day, Good Friday, Memorial Day, Independence Day, Thanksgiving Day, Employee's Birthday Day and Christmas Day. If Christmas falls on a Saturday or Sunday, the Christmas holiday (Christmas Day) shall consist of the following Monday and four personal Holidays.

Employees who are serving their thirty-day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

In order to qualify for eight (8) hours of straight time pay for the holidays not worked, it is provided that regular employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

A regular employee is entitled to holiday pay if the holiday falls within the thirty day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement.

An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay nor shall it be considered as hours worked for weekly overtime.

ARTICLE 31 . SICK LEAVE

All seniority employees shall be entitled to five (5) days sick leave per year. Eligibility for sick leave shall be measured from the employee's anniversary date.

Sick leave shall be taken upon request with no restrictions.

Each day of sick leave will be paid for on the basis of eight (8) hours of straight time pay at the applicable hourly rate.

Sick leave does not establish the need for a doctor's statement before sick leave benefits are paid. However, if an employee is off sick two (2) days or more the Employer may request and receive a doctor's statement.

Sick leave not used by the employee's anniversary date shall be forfeited. There shall be no carry over of sick leave not used by the anniversary date.

ARTICLE 32. JURY DUTY

All seniority employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly rate and actual payment received for jury service for each day of jury duty, up to a maximum of 10 days per contract year.

Time spent on jury service will be considered time worked for purposes of Employer contributions to Health Welfare and Pension Funds, vacation eligibility and payment, holiday's and seniority.

ARTICLE 33. VACATIONS

Every regular employee who has been continuously in the employ of the Employer shall, if he meets the other qualifications set forth herein, receive paid vacation as set forth below. The qualifying year for vacation shall be measured from an employee's anniversary date.

Years of Continuous Service	Weeks of Vacation
1	1
2	2
8	3
15	4
20	5

To qualify for a vacation an employee, in addition to having been continuously employed by the Employer for one, two, eight, fifteen or twenty five years respectively, must not have been absent from work during his anniversary year for more than fifty (50) days on which he was afforded the opportunity to work by the Employer, provided that absence caused by legitimate illness or an accident shall not be counted.

By "continuously" is meant the following: If an employee loses less than six (6) calendar months or less than one hundred thirty (130) working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since his last vacation, he shall be entitled to his full vacation with pay. If an employee loses six (6) or more calendar months or one hundred thirty (130) or more working days (and has returned to work) because of proven illness, accident or layoff in the twelve (12) months since his last vacation, he shall be entitled to a pro rata share of his vacation.

The total number of days worked (including days for which he was paid holidays or the previous year's vacation) shall be divided by 130. The resulting figure, when multiplied by the vacation amount due. Example: if an employee normally entitled to \$734.85 as a week's vacation pay worked only 112 days, his vacation is as follows:

$$\begin{aligned} &112 \text{ (days worked)} \\ &130 \text{ (total possible days)} = .86 \text{ (factor)} \\ &\$734.85 * .86 = \$631.97 \text{ (pro rata vacation due)} \end{aligned}$$

The Employer shall have the right to schedule the number of me in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to their seniority, unless mutually agreed to by the Union and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the Employer's business. Vacations shall be scheduled on a year-round basis.

The vacation period for eligible employees shall consist of consecutive days, provided that in the case of employees entitled to two (2) weeks vacation, Employer may split the vacation into two (2) separate one-week periods with the consent of the eligible employee.

If, in the future, Employer and Union agree that a manpower shortage has developed, an employee may be required to work during the vacation period, but in such event he shall receive, in addition to his earnings for that week, the pay to which he would have been entitled had he been on vacation.

If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional days vacation or a days pay at his straight time rate in lieu thereof, to be determined by the Employer.

Vacation pay shall be paid the eligible employee before he starts his vacation.

Upon permanent layoff, discharge or quit, any employee on the seniority list with one or more years of service shall be entitled to vacation pay on a pro rata basis.

ARTICLE 34. HEALTH AND WELFARE

Section 1. The Employer agrees to remit contributions to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity in the Manner describe in the Sections below.

Section 2. Effective *August 1, 2013*, the Employer shall contribute to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity (hereinafter referred to as "The Fund") for and on behalf of each employee of the Employer covered by the terms of this Agreement, the sum of *(\$7.4975)* per hour not to exceed a maximum of eight (8) hours per day, or forty (40) hours per week. In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of the Agreement, the Employer's contribution, as set forth in this Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs at the levels in effect as of the date of the contribution increase. Effective August 1st of each year of the contract *hereafter*, the hourly contribution rate may increase as directed by the Union in accordance with Article (27) Health & Welfare and Pension hourly contribution rates and/or the base hourly straight time rate.

Section 3. The Employer contributions referred to above shall cover medical, dental, vision, disability, prescription and death benefits. The nature and amount of such benefits shall be determined from time to time by the Trustees of the Health and Welfare Fund.

Section 4. Contributions shall be made by the Employer as set forth in Section 2 above for each hour worked for each regular or probationary employee who performs work covered by this Agreement. Additionally, if an employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

Section 5. The sums required by Section 2 above shall be remitted monthly to the Health and Welfare Fund. Such monthly payment shall be submitted to the Health and Welfare Fund on or before the twentieth (20th) day of the month following the month in which the contributions were accrued.

Section 6. The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent in its contributory obligations to the Health and Welfare Fund. Copies of the verification shall be sent by the Administrator of the Health and Welfare Fund to the Employer and the Local Union.

Section 8. The Employer shall complete and deliver to the Health and Welfare Fund, on forms supplied by the Health and Welfare Fund, an Employer's report stating the name and social security number for each regular, probationary, extra or casual employee employed by the Employer during each calendar month.

Section 9. The Trustees of the Health and Welfare Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records for the employees covered by the Agreement.

Section 10. By execution of this Agreement, the Employer authorizes the Transport Employers' Association, or its successor, to enter into appropriate trust agreements necessary for the administration of the Health and Welfare Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 35. PENSION

Section 1. Effective *August 1, 2013*, the Employer agrees to remit contributions to the Teamsters Pension Trust Fund of Philadelphia and Vicinity, in the manner described in the Sections below.

Section 2. Effective *August 1, 2013*, the Employer will remit contributions to the Teamsters Pension Trust Fund of Philadelphia and Vicinity (hereinafter referred to as "The Fund") for and on behalf of each employee of the Employer covered by the terms of this Agreement the sum of *(5.4775)* per hour not to exceed a maximum of eight (8) hours per day, or forty (40) hours per week. In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of this Agreement, the Employer's contribution, as set forth in this Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit levels in effect as of the date of the contribution increase. Effective August 1st of each year of the contract *hereafter*, the hourly contribution rate may increase as directed by the Union in accordance with Article (27) Health & Welfare and Pension hourly contribution rates and/or the base hourly straight time rate.

Section 3. The nature and amount of such benefits shall be determined by the Trustees of The Fund. An employee shall be required to retire in accordance with the rules established by the Board of Trustees of the Pension Fund.

Section 4. Contributions shall be made by the Employer, as set forth in Section 2 above, for each hour worked for each regular or probationary employee who performs work covered by this Agreement. Additionally, if an employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

Section 5. The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payment shall be submitted to the Pension Fund on or before the twentieth (20th) day of the month in which the contributions were accrued.

Section 6. The Union may suspend the operations of a delinquent Employer three (3) days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent in its contributory obligations to the Pension Fund. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer and the Local Union.

Section 7. The Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report stating the name and social security number for each regular, probationary, extra or casual employee employed by the Employer during the Calendar month.

Section 8. The Trustees of the Pension Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records for the employees covered by this Agreement.

Section 9. By execution of this Agreement, the Employer authorizes the Transport Employers' Association, or its successor, to enter into appropriate trust agreements necessary for the administration of the Pension Trust Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 36. TERMINATION CLAUSE

This Agreement shall be effective as of the 1st day of **August 1, 2013** and shall continue in full force and effect until **July 31, 2016**, and from year to year thereafter, unless either party to this Agreement gives notice to the other party of a desire to modify, alter, change or terminate the Agreement or any part thereof. This notice shall be given in writing, by registered or certified mail, return receipt requested, at least sixty (60) days prior to the expiration of this Agreement, or prior to the expiration date of any subsequent year. Failure to give the proper notice shall cause the contract to renew automatically for an additional year and from year to year until proper notice is given.

In the event that negotiations for a new contract continues beyond the termination period of an existing contract, after due notice is given, the terms and conditions of the existing contract shall be adhered to until final agreement is reached. Upon agreement by both parties to a new agreement said agreement shall be **August 1, 2016**, if notice is given on or before the sixtieth (60th) day prior to the expiration date of this Agreement or if notice is not given until a succeeding year, then April 1st, following the year in which due notice is given, and all terms and conditions of the said new agreement will be retroactive to the date of the old Agreement.

GENERAL TEAMSTERS LOCAL 326

[Signature]
UNION

President
TITLE

06/20/14
DATE

ARROW LEASING CORP. T/A
ARROW SANITARY SERVICE

[Signature]
COMPANY

President
TITLE

6/1/14
DATE

APPENDIX "A"

"UNIFORM RULES AND REGULATIONS"

Nothing in these Rules and Regulations shall abrogate the employee's right through the Local Union to challenge a penalty through the regular grievance machinery.

The Employer may, with the consent of the Local Union, revise the Rules and Regulations listed below.

(1) ACCIDENTS:

- (a) Major chargeable accident (after full investigation).
 - Subject to discharge
- (b) Minor chargeable accident.
 - First offense --Reprimand
 - Second offense --1-day suspension
 - Third offense --3-day suspension
 - Subsequent offense --Subject to discharge
- (c) Failure to report all accidents, spillages, or property damage promptly, and personal injury or major accidents immediately.
 - First offense --1 week suspension
 - Subsequent offenses --Subject to discharge

(2) EQUIPMENT:

- (a) Failure to report mechanically defective condition of equipment.
 - First offense --Reprimand
 - Subsequent offenses --Subject to discharge
- (b) Unauthorized use of motor vehicles.
 - Subject to suspension or discharge
- (c) Failure to report breakdowns promptly.
 - First offense --Reprimand
 - Second offense --3 day suspension
- (d) Failure to take necessary safety precautions to protect load and/or equipment at all times, safety lights, parking, etc.
 - First offense --Reprimand
 - Second offense --Reprimand
 - Third offense --3 day suspension
 - Subsequent offenses --Subject to discharge
- (e) Failure to keep equipment in good appearance inside where charged to.
 - First offense --Reprimand
 - Second offense --3 day suspension
 - Subsequent offenses --Subject to discharge
- (f) Tampering with tachograph, service recorders, and/or governors.
 - Subject to discharge
- (g) Willful damage to equipment. --Subject to discharge

- (h) Careless operating of equipment resulting in damage to equipment.
--Subject to discipline or discharge
- (i) Failure to take necessary precautions to protect load from weather.
 - First offense --1 day suspension
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (j) Failure to inspect equipment in accordance with procedures set forth by the Employer.
 - First offense --1 day suspension
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (k) Failure to operate radio in accordance with directions set forth by the Employer.
 - First offense --Reprimand
 - Second offense --1 day suspension
 - Third offense --3 day suspension
 - Subsequent offenses --Subject to discharge
- (l) Personal use of Company phone.
 - First offense -- Verbal reprimand
 - Second offense -- Warning letter
 - Third offense -- 1 day suspension
 - Fourth offense -- 3 day suspension
 - Fifth offense -- Subject to discharge

(3) CONDUCT:

- (a) Use or possession of drugs or alcoholic beverage while on duty.
--Subject to discharge
- (b) Drinking prior to reporting to duty where employee's condition is such that it may effect the proper performance of his duties.
 - First offense --1 day suspension
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (c) Unprovoked assault of the Employer's customer or the customer's representative while on duty or while on the Employer's premises.
--Subject to discharge
- (d) Discourtesy to customers.
 - First offense --Reprimand
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (e) Failure to turn in collections at the first opportunity to person designated to receive same.
 - First offense --3 day suspension
 - Second offense --Subject to discharge

- (f) Shortage in collections.
 - First offense --Reprimand
 - Second offense --1 week suspension
 - Third offense --Subject to discharge
- (g) Flagrant disobeying of orders.
 - First offense --Reprimand
 - Second offense --Subject to discharge
- (h) Conviction of reckless driving while on duty (except when an accident is involved and other causes govern).
 - First offense --Reprimand
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (i) Failure to report arrest while on duty as soon as possible.
 - First offense --Reprimand
 - Second offense --3 day suspension
 - Third offense --Subject to discharge
- (j) Inaccurate counting or careless loading and/or unloading.
 - First offense --Reprimand
 - Second offense --1 day suspension
 - Third offense --3 day suspension
 - Subsequent offenses --Subject to discharge
- (k) Abuse of time (hanging out or bumbing).
 - First offense --Reprimand
 - Subsequent offenses --Subject to discharge
- (l) Failure to comply with D.O.T. Safety Regulations.
 - First offense --Written warning
 - Subsequent offenses --3 day suspension
 - In aggravated cases --Subject to discharge
- (m) Sabotage or creating fire or safety hazards.
 - First offense --Subject to discharge
- (n) Creating Health Hazards
 - First offense --Reprimand
 - Subsequent offenses --Subject to discharge

(4) REPORTS:

- (a) Failure to make out reports and trip sheets properly.
 - First offense --Reprimand
 - Subsequent offenses --3 day suspension
- (b) Failure to register in and out of established check stations.
 - First offense --Reprimand
 - Subsequent --3 day suspension
- (c) Failure to report to dispatchers at specified time when required when required to do so while on duty.
 - First offense --Reprimand
 - Subsequent offenses --3 day suspension
 - In aggravated cases --Subject to discharge

- (d) Punching a time card other than your own or having another employee punch in your time card.

First offense --Subject to discharge

(5) DRIVING SCHEDULES

- (a) Failure to complete run or make pickups and/or deliveries at scheduled time without satisfactory explanation.

First offense --Reprimand

Second offense --Reprimand

Third offense --3 day suspension

Fourth offense --5 day suspension

Subsequent offenses --Subject to discharge

- (b) Unnecessary delaying of load or equipment.

First offense --Reprimand

Second offense --3 day suspension

Third offense --1 week suspension

In aggravated offenses --Subject to discharge

- (c) Failure to follow routings as designated or instructed.

First offense --Reprimand

Subsequent offenses --3 day suspension

- (d) Taking meal period at times other than as specified by the Employer.

First offense --Reprimand

Second offense --3 day suspension

Subsequent offenses --Subject to discharge

(6) ATTENDANCE:

- (a) Absent for three successive working days without notification.

--Voluntary quit

- (b) Failure to notify Employer at least one hour before your regular show-up time when unable to report for duty.

First offense --Reprimand

Second offense --1 day suspension

Third offense --1 day suspension

Subsequent offenses --Subject to discharge

- (c) Reporting late for work. (Truck will be held for 20 minutes if driver calls in before starting time.

First offense --Reprimand

Second offense --Reprimand

Third offense --1 day suspension

Subsequent offenses --Subject to discharge

- (d) Excessive absenteeism shall be subject to verbal warning in a meeting with Employer, Steward and employee. If employee fails to correct his attendance record, he shall be subject to appropriate warning and disciplinary action, including possible dismissal.

(e) Where employee has been absent from work, he must advise Employer of his return to work in accordance with the Employer's practice or rule mutually agreed to; otherwise, employee will not be permitted to work that day.

(7) MISCELLANEOUS:

- (a) Penalty for three minor offenses in a 60 day period.
(See note 1) --3 day suspension
- (b) Penalty for three major offenses in a 60 day period.
(See note 2) --Subject to discharge

Minor offenses against any employee's record that are over nine months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine months old shall be forgiven and the employee's record wiped clean.

Note 1. A minor offense is defined as one for which the penalty is a reprimand.

Note 2. A major offense is defined as one for which the penalty is disciplinary time off.

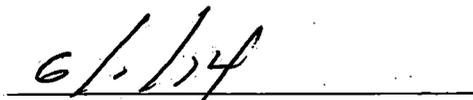
A warning notice in writing with a copy to the Local Union must be given for infractions of any Rules or Regulations.

An employee shall not receive warning letters for violation of more than one rule because of any single incident or infraction.

Discharge must be by proper written notice, with a copy to the Local Union.

The foregoing Rules and Regulations have been formulated to serve as guideposts for the employees. It is to be understood that, in describing certain offenses and the penalties therefore, the Employer has not limited the violations for which it may discipline an employee to the offenses covered in these Rules and Regulations. The Employer may exert discipline in other types of cases should the situation warrant.


EMPLOYER


DATE


UNION

DATE