

# **Collective Bargaining Agreement**

By and between

**Republic Services  
Otay Landfill**

And

**Teamsters Local Union No. 542**

Affiliated with

**The International Brotherhood of Teamsters**

Effective: February 9, 2020 through February 8, 2024

## Article 1. Coverage of Agreement

This Agreement is entered into by and between Republic Services Otay Landfill hereafter referred to the employer or Company and Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 542. Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

This Agreement shall have application to all employees within the classifications mentioned in Article 24 and any and all other employees employed within the territorial jurisdiction of the Local Union signature to this Agreement.

## Article 2, Recognition, Union Security and Check-off

2.01 The Company recognizes the Union as the sole and exclusive representative for all full-time employees as set forth in Case 21-RC-216348, including all full-time and regular part-time Landfill heavy equipment operators, landfill laborers, heavy equipment technicians, landfill lead heavy equipment operators and gate attendants/scale operators employed by the employer at facility located at 1700 Maxwell Road, Chula Vista, California. Other employees not specifically set forth above, including but not limited to office clerical employees, managers, guards, and supervisors as defined in the Act are not represented by the Union and are not part of the bargaining unit.

2.02 All present employees who are members of the Union on the effective date of this Agreement 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 thirty-first (31<sup>st</sup>) day following the beginning of their employment or on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is the later. The failure of any person to become a member of the Union at the prescribed time shall obligate the Employer, upon written notice from the Union of such and, further, that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person.

2.03 The Employer agrees to deduct from the first pay of the month 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 by the 15<sup>th</sup> of the month for which the deductions are 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.

### Article 3, Management Rights

#### Section 1.

Except as expressly and specifically limited or restricted by a specific provision of this Agreement, the Company has and shall retain the full rights of management and direction of the Company's operations. Such rights of management include, but are not limited to, the following:

1. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the number, locations or types of administrative subdivisions, business units, or work groups, and the work assigned thereto;
2. The right to select, direct and control the working force, to maintain order, discipline and efficiency;
3. The right to determine, control, or direct the hiring of employees subject to the terms of this Agreement;
4. The right to make, continue, alter and enforce reasonable rules, regulations, policies and practices regarding discipline, attendance and the safety of employees, to include the right to implement and modify from time to time, an employee handbook, an employee safety manual, and other manuals related to safety policies and procedures of the Company;
5. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the work pace, work performance levels and standards of performance; provided however, that the Company shall notify the

Union of any material changes made to the Company's existing standards with respect to these areas;

6. The right to plan, direct, manage and control operations;
7. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the direction and supervision of all of the employees;
8. The right to determine the scope, location, and extent of its operations, the services to be offered, the methods and processes of service, the number of hours per day or per week that operations shall be carried on, and the commencement, expansion, curtailment or discontinuance in whole or in part, whether such action is planned or taken on a temporary, intermittent, or permanent basis;
9. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the assignment and transfer of employees between job classifications and between working schedules subject to the terms of this Agreement;
10. The right to terminate, merge, consolidate, sell, or otherwise transfer its business or any part thereof;
11. The right to control, modify, create, or direct job classifications and the content and qualifications thereof, including the establishment of new job classifications;
12. The right to determine the number of employees needed by the Company at any time and the number of employees who shall operate on any given job, operation, or unit, including the number of employees assigned to any particular operation or working schedule, and whether, when or where there is a job opening;

13. The right to determine and control when overtime shall be worked and whether to require employees to work overtime;
14. The right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the services, tools, equipment, machinery, production schedules, and production standards;
15. The right to evaluate the qualifications, skills, or abilities of any employee;
16. The right to control, determine, and direct the security of employees, premises, facilities, and property of the Company, as well as the utilization of all Company premises, equipment, and facilities;
17. The right to move, sell, close, liquidate, or consolidate the operation in whole or in part and to separate its employees in connection with said moving, selling, closing, liquidating, subcontracting, or consolidating the operation or any part thereof.

## **Section 2.**

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 but will not be the sole determining factor in the issuance of discipline. Such data will be used for training, coaching, and may be considered along with other physical, written, and/or other evidence in conducting investigations.

## **Article 4, No Strike/No Lockout**

During the term of this Agreement, or any extension of this Agreement, the Company shall not lock out the employees covered by this Agreement and no strike shall be caused or sanctioned by the Union or its members, and neither the Union nor any of its members or representative, nor any employee, shall call, cause, authorize, ratify, or

engage in any sit-down, stay-in, sympathy or other strike, picketing, walkout, slowdown, or work stoppage, or any other interference with production or stoppage of work.

In the event of any strike or any other proscribed activity, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.

Any employee who participates in any activity proscribed herein shall be subject to discipline, up to and including discharge.

#### Article 5, Work Week – Working Hours and overtime

A. Exclusive of meal period for each work day, the work week shall consist of six (6) work days, either Monday through Saturday or Sunday through Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid all employees for all hours worked in excess of eight (8) hours a day or forty (40) hours in a work week. All employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked on Sundays unless Sunday is part of an employee's regular shift. Employees who work in excess of twelve (12) hours a day shall be paid two times (2x) the hourly rate for all hours worked over twelve (12) hours in a day.

All regular employees reporting as directed and available shall be guaranteed eight (8) hours of work per work day.

MINIMUM PAY Extra employees called and reporting for work shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof, at their regular hourly rate of pay as set forth in Article 24 of this agreement.

B. TIME WORKED All employees covered by this agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report to work and registers in until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State, or City Regulations, which occur through no fault of the worker, shall be paid

for exclusive of meal periods. Each meal period shall not exceed one (1) hour and no less than thirty (30) minutes.

**STARTING TIME** The employer shall designate a permanent starting time for each employee.

### **Article 6, Working Conditions**

A. The Wage rates and Classifications covered by this agreement are set forth in Article 24.

B. **RATES OF PAY AND CONDITIONS NOT REDUCED BY THIS AGREEMENT**

The Employer agrees that no employee member of the Union, who, prior to the date of this agreement was receiving more than the rate of wages designated in this agreement, or conditions better than those herein provided for the class of work in which he was engaged, shall suffer a reduction in the rate of wages or conditions of employment through the operation of, or because of the adoption of, this agreement; and, in addition, no employee will receive less than the general increases as negotiated, and provided in Article E6 of this agreement on the dates herein specified.

C. **WORK PERFORMED IN A HIGHER CLASSIFICATION** When an employee is requested to do work in a higher rated classification, he or she shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is directed to work in a lower classification, he or she shall receive his regular rate of pay for the entire day in which such work is performed. When an employee is being trained in a different classification, they will maintain their regular classification rate of pay for all hours trained.

D. **WORK ASSIGNMENTS** The Employer agrees to respect the jurisdiction rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved to perform work which is recognized as the work of the employees in said units except in cases of emergency, training, compliance related issues or the use of temporaries as provided in Article 7.



E. **PAYROLL CHECK** Upon the request of the Union on behalf of an employee whose time or pay is questioned. The Employer agrees to submit the payroll records of such employee for an on-the-premises audit by an agent of the Union. Upon request of the Union, the Employer will provide a copy of a seniority list to include Employee's Name, Classification, Date of Hire, and Rate of Pay.

**TIME CLOCK** The Employer shall install and maintain a time clock or remote electronic clocking in system at all times, for the purpose of computing all hours worked.

### **Article 7, Subcontracting and Temporary Employees**

The parties agree that, on occasion, circumstances might arise in which the Employer may need to supplement its workforce with temporary employees or utilization of subcontractors. In the event the Company utilizes a subcontractor or temporary employees, the Company shall meet with the Union to discuss the effects of the subcontracting or use of the temporary employee. No member of the Bargaining Unit will suffer a reduction of work or wages due to the use of a subcontractor or temporary employees. Subcontractors shall not be allowed to operate Republic Services equipment. Supervisors shall not do bargaining unit work except in emergency situations, for training purposes and in instances of compliance related issues. The employer shall maintain an adequate number of employees to cover vacations and sick calls.

### **Article 8, Transfer of Employees**

The Union recognizes the need for flexibility in the work force and agrees that employees in one classification shall not be restricted from and may be assigned to do the work normally done by employees in another classification. For temporary transfers of five (5) days or less, the Company shall notify the Shop Steward. For temporary transfers of longer than five (5) days, the Company shall notify the Union representative of the reason and the length of time for the transfer. All transfers shall be in accordance with Article 8, Seniority and Layoff.



When an Employee transfers to another location operated by the Employer represented by this Local Union as a result of a request on the part of the Employee for such a transfer, the Employee shall retain his Company seniority for the purpose of accrued pay and benefits (i.e. wage rate, accrued Vacation time, etc.), but shall move to the bottom of the seniority list of his new domicile for all other purposes. An Employee who transfers to another location represented by this Local Union as a result of a Company initiated transfer shall retain his Company seniority for all purposes, and shall dovetail into his seniority.

#### Article 9, Probationary Period

Employees covered by this Agreement shall be required to serve a probationary period of sixty (60) work days commencing with last date of hire. Upon mutual agreement between the Company and the Union, a new employee's probation may be extended up to thirty (30) days one time only. The Company and the Union shall decide the length of the extension and the agreement shall be reduced to writing. During this period, employees may be discharged, disciplined or laid off without recourse to the grievance and arbitration provisions of the Agreement. It is understood and agreed that applicants for employment and probationary employees shall have no rights under this Agreement.

#### Article 10, Seniority and Lay-offs

- A. For the purpose of this contract, seniority is defined as the length of continuous service with the Employer dating from the regular employee's last date of hire within the bargaining unit. Employees who transfer into the facility shall keep their seniority for accumulation purposes such as vacation and sick days. A regular employee is defined as an employee who has completed sixty (60) continuous calendar days of employment. Probation may be extended by mutual agreement between the Company and the Union.
  
- B. In all cases of layoff and recall from layoff, seniority among regular employees within the department affected will govern where it is determined by the Employer that the relative skill, ability, and qualifications to perform the work are substantially equal. In cases of a

layoff, an employee may utilize his or her seniority to bump a less senior employee in a different classification within the same department if the Employer deems the employee to have the relative skill, ability and qualifications to perform the work. The Employer's determination shall be subject to the grievance and arbitration procedure.

- C. In all cases of promotions within the bargaining unit, shift preference where openings occur, transfer among employees where openings occur seniority among regular employees within the department and job classification affected will govern where it is determined by the Employer that the relative skill, ability, and qualifications to perform the work are substantially equal. For all of the instances mentioned under this paragraph, the Employer will post any openings for a period of seven (7) calendar days immediately after an opening occurs. The posting will provide all pertinent information of the job with space available for all interested employees be able to write their name.
- D. Seniority shall not accumulate while an employee is off work due to being laid off or being on a medical leave of absence due to a non-work-related injury.
- E. Seniority will be lost for any of the following reasons:
  - 1. Discharge for just cause.
  - 2. Voluntary quit.
  - 3. Retirement.
  - 4. Failure to report to work within three (3) working days after recall.
  - 5. Absence from work due to non-job-related illness or non-job-related injury in excess of ninety (90) days.
  - 6. Layoff in excess of six (6) months.

### Article 11, Non-Discrimination

The Company agrees not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's

race, color, religion, sex, age, national origin, sexual orientation, disability (provided the employee is qualified to perform all essential functions of the job with or without reasonable accommodation), veteran status, or other protected basis under applicable federal, state, or local laws. Whether the Company has complied with these prohibitions of discrimination shall not be the subject to the Arbitration procedure under this Agreement.

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

### Article 12, Discipline

A. Discharge - It is mutually agreed that the Employer reserves the right to discharge any employee for sufficient and proper cause, provided, however, that no employee shall be discharged or discriminated against for upholding union principles, and taking part in normal Union activities. In addition, any employee who works under the instructions of the Union or who serves on a committee shall not be discriminated against or lose his position for this reason. The Union shall have the right to investigate the discharge of any employee and may protest any discharge believed by the union to be unjustified.

B. Disciplinary consultations will be cumulative within two (2) separate lines of discipline:

1) Attendance – per the attendance policy and 2) General work rules to include safety and accidents.

Discipline related to General work rules shall be progressive in nature, as follows:

- 1) Documented Verbal Warning
- 2) Written Warning
- 2) Final Written Warning with Suspension of up to Three (3) Days
- 3) Termination

Employees may be disciplined, up to and including discharge, without a prior written warning and/or disciplinary suspension, if the cause of such discharge is an offense such as: intentional dishonesty including the falsification on any Company document; theft; the sale, use, possession or being under the influence of marijuana, alcohol or drugs; gross negligence resulting, in an accident; insubordination; abuse of Company or customer equipment or property; failure to report an accident; possessing, using or storing firearms, knives or explosives on Company or customer property and fighting while on duty. In addition, employees may be discharged as provided in the Company SAFE booklet and/or Employee Handbook.

C. The Employer will review and discipline Employees involved in an accident on a case-by-case basis (accident by accident).

D. Warning notices, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Warning notices must be issued within twelve (12) calendar days after the discovery of the violation, in order for it to be valid. The parties may agree to extend the timeline beyond twelve (12) calendar days to allow for a thorough investigation. Warning letters shall be specific, not general, in nature as to the alleged violation (i.e. date, place, and nature of violation).

### Article 13, Grievance and Arbitration Procedure

The parties hereto recognize and agree that industrial peace is to be desired at all times in the area covered by this Agreement. To that end, it is agreed that for the purpose of adjusting differences, misunderstandings, disputes, or controversies arising supplemental hereto, and should be handled in the following manner:

1. Grievances shall be limited to disputes arising as to the meaning or application of any provisions set forth in this Agreement. Any employee who believes he has a grievance may present it orally to his supervisor for adjustment with or without his Union representative. No grievance will be recognized by the Employer until such presentation has been made. If the grievance is not settled by this procedure, and the employee wishes to carry it further, he must file his grievance in writing with the Union no later than ten (10) days following the event giving rise to his grievance. The parties hereto shall exercise every amicable means to settle or adjust such grievance.

The Union must file a grievance with the Employer within ten (10) days of the event giving rise to the grievance, or the grievance is considered closed.

2. In the event failure to accomplish this settlement or adjustment of such grievances of the above procedure within ten (10) days after the date the grievance is filed with the Employer, the matter may be referred to arbitration by a written notice by either party to the other party. The parties shall try to agree upon an Arbitrator no later than five (5) days from the date of such notice. If no agreement is reached within the five (5) day period, an Arbitrator shall be selected from a list of seven (7) Arbitrators submitted by the Federal Mediation and Conciliation Service, by alternate striking of names until one (1) name remains.
3. The Arbitrator shall have no power to alter, amend, change, or to subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in respect of alleged grievance. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute. Costs of the Arbitrator shall be shared equally by the parties.

#### Article 14, Safety & Equipment

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on forms furnished by the Employer.

Any employee involved in any accident shall immediately report to the Employer said accident and any physical injury, and 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, before the end of employee's work shift, unless the employee is physically unable to do so. Failure to comply with this provision shall subject such employee to disciplinary action up to and including termination.

All drug and alcohol testing of employees shall be in accord with the Company's Drug and Alcohol Policy, as revised from time to time. Employees shall be required to follow the Company's Drug and Alcohol Policy and any revisions to such policy. However,

prior to implementing any changes to the policy, the Employer shall provide a copy of the changes to the Union. The employer shall give the Union a copy of any changes thirty (30) days prior to implementation.

### Article 15, Uniforms & Work Boots

The Company shall furnish each employee eleven (11) sets of uniforms upon completion of probationary of New Hires and all current employees upon ratification of this Agreement. The Employer will launder uniforms on a weekly basis. Employees must return all uniforms upon termination of employment.

The Company will provide one (1) pair of boots per year under the Company voucher program or via the boot mobile (up to \$175/year). The Company will guarantee the boots for one (1) year and replace them due to normal wear and tear if the boots become unusable within that year period.

The Employer is committed to a safe work place for all employees. If an employee in good faith believes that a working condition is either unsafe or presents a health hazard, that employee should immediately contact his/her supervisor and steward to discuss the working condition and those measures necessary to correct. All such discussions shall be documented by the Employer, including the employee involved, the working condition, and any measure adopted to correct the condition.

### Article 16, Union Activity & Stewards

16.01. All Union Stewards at the Republic Services Otay Landfill Facility, who shall be members in good standing in the Union shall be appointed by the Business Representative. He or she shall promptly report all disputes or grievances to an Employer Representative. The Employer shall notify the Union Representative in all cases of a discharge of Shop Steward. The Union shall notify the Company of any change in the status of a Shop Steward.

16.02. Notice of appointment of stewards shall be made to the Company in writing by the Union prior to the effective date of their respective appointments. Such stewards shall serve as the agent and representative of the Union unless and until the Union



notifies the Company in writing that such employee has been removed by the Union. Such notification will be made within seven (7) calendar days of any change in stewards.

16.03. The steward shall have the right to investigate grievances which require immediate resolution, or which require observation of work in progress during regular working hours not to exceed one-half (1/2) hour in any one (1) day, provided the steward has first obtained the permission of his or her immediate supervisor. All activities as a steward shall be conducted on non-work time, unless specifically authorized by the Company. The processing of grievances under this Agreement by the steward shall not interfere in any way with or interrupt the operation of the Company's business or the work of the employees.

16.04. The Company will meet its legal obligation to provide the Union with data or other required information.

#### Article 17, Union Visitations & Bulletin Boards

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to. Union agents will not interfere with work while on Employer property. Authorized Agents must give the Employer reasonable notice of visiting the facility and observe all safety and attire requirements.

The representative must check-in and check-out at the facility prior to and after any visit.

**UNION BULLETIN BOARD** The Employer agrees to provide a locked bulletin board at each facility. The Company will make a reasonable effort to not obstruct the Bulletin Board. Postings by the Union on such board shall be confined to official business of the Union.



## Article 18, Leave of Absence

18.01. **Military Leave** – The Company agrees to abide by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and any amendments thereto.

18.02. **Family Medical Leave Act (FMLA)** – the Company agrees to abide by the Family Medical Leave Act (FMLA).

18.03. The Employer shall be under no obligation to any employee on a leave of absence, and the employee shall not be entitled to any of the benefits of this Agreement, unless specified in another article of this agreement.

18.04. A leave of absence without pay requested by an employee for personal reasons may be granted by the Company and no such leave of absence granted in one case shall constitute a precedent binding upon the Company in any other case. The Company will not discriminatorily deny any such request.

18.05. Applications for leaves of absence, without pay, pursuant to Section 4 above, shall be in writing and shall set forth the specific reason for and exact length of the leave requested. Such request must be made at least one (1) month prior to the proposed start of the leave.

18.06. The Company shall determine the length of the leave granted.

18.07. An employee desiring to return to work before the termination of his leave of absence shall give the Company at least five (5) working days' notice in writing of his intent to return to work.

18.08. An employee failing to return to work at the end of his/her leave will lose his/her seniority and be considered to have abandoned his/her employment and such employment shall be terminated immediately.

18.09. Upon an employee's return from work, the employee shall be required to complete any missed training and any other requirements of the Company or the law prior to returning to his/her regular job duties.

#### Article 19, Bereavement Leave

Any full-time non-probationary employee shall be entitled to up to three (3) consecutive days of bereavement leave for the death of an immediate family member. An employee requesting bereavement leave must notify his or her immediate supervisor/manager, as soon as possible, of the death of an immediate family member. An immediate family member is defined as an employee's current spouse, child, stepchild, stepparent, parent, parent "in-law", sibling, grandparent, or grandchild. The Company may request verification of the death of the employee's immediate family member. An employee's bereavement leave pay shall be the number of hours the employee is regularly scheduled to work.

Upon request, employees may take up to two (2) additional PTO days if available. If PTO is not available, the employee may be granted two (2) days leave without pay at the Employer's discretion.

#### Article 20, PTO

Employees shall be entitled to PTO as set forth by the Company's PTO Policy. Employee pay shall be the employee's regularly scheduled assignment. PTO pay shall not be considered hours of work for the purpose of calculating overtime.

PTO shall be bid on an annual basis, with all available dates for PTO set by the Company and available for viewing by the employees prior to selection. The number of employees at each location permitted off for at any given time will be determined solely by the Company. PTO shall be selected by seniority during the month of December for the following vacation year (January 1<sup>st</sup> – December 31<sup>st</sup>). Any other weeks not selected in December shall be distributed on a first come, first serve basis. PTO selections made after December should be scheduled two weeks in advance but no later than forty-eight (48) hours in advance.

### **Article 21, Holidays**

Employees shall be entitled to Holiday pay for all holidays as set forth by the Company and consistent with holidays received by non-union employees. Employee pay shall be the employee's regularly scheduled assignment. An employee must work his/her full scheduled work day the day before and day after a holiday and the day affected by the holiday in order to receive holiday pay. Holiday pay shall not be considered hours of work for the purpose of calculating overtime.

Any employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay. Probationary employees are not entitled to holiday pay.

### **Article 22, Health and Welfare**

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. Effective April 1, 2020, the Company will also offer SIMNSA as an option so long as the minimum enrolment requirement is met to be contracted.

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.

### **Article 23, Retirement**

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.

**Article 24, Wages**

	2/9/2020	2/9/2021	2/9/2022	2/9/2023
<b>Heavy Equipment:</b>				
Operator A	\$30.50	\$30.75	\$31.10	\$31.50
Operator B	\$24.00	\$24.25	\$24.60	\$25.00
Operator Trainee	\$20.25	\$20.50	\$20.85	\$21.25
<b>Maintenance:</b>				
Mechanic A	\$30.00	\$30.25	\$30.60	\$31.00
Mechanic B	\$24.00	\$24.25	\$24.60	\$25.00
Mechanic Trainee	\$18.00	\$18.25	\$18.60	\$19.00
Scale House/ Gate Attendant	\$17.50	\$17.75	\$18.10	\$18.50
Laborer	\$16.50	\$16.75	\$17.10	\$17.50

**Starting Rates** - The starting rates will be 90% of the following rates for the first year. Upon completing one (1) year of service in the classification, the employee will move to the full rate.

Operator - \$20.25

Mechanic - \$24.00

Mechanic Trainee - \$18.00

Scale House/Gate Attendant - \$17.50

Laborer - \$16.50

All employees hired as of the date of ratification shall receive a one-time \$500.00 lump sum payment to be paid out within thirty (30) days of the full execution of this agreement.

**Lead Pay** - Lead pay will be two dollars (\$2.00) above scale. Leads will only receive lead pay if their current wage rate is below or at the current scale for their classification.

**\*Red Circled Employees** - Upon ratification, employees who are at or above the wage scale for their classification will receive a one-time lump sum payment of \$500 each year.

**Tool Allowance** - Eligible employees will receive a Tool Allowance of Two Hundred and Fifty Dollars (\$250) per quarter.

#### **Article 25, D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of the employees covered by this agreement voluntary contributions to D.R.I.V.E. The D.R.I.V.E. National Headquarters shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis for all weeks worked.

The employer shall transmit to D.R.I.V.E. 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 paycheck.

The International Brotherhood of teamsters shall reimburse the Employer annually for the Employers' actual cost if any for the expenses incurred in administrating the weekly payroll deduction plan.

#### **Article 26, Complete Agreement and Waiver**

In reaching this Agreement, the Company 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 acknowledge that the understandings and

agreements arrived at 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 bargaining. 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. Except as expressly set forth in this Agreement, the Company shall not be obligated to continue any practice that was or may have been in existence prior to the signing of this Agreement and the continuation or modification of any such practice, shall not be considered creating an obligation to continue that or any other practice.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.

#### **Article 27, Successor**

The Employer agrees to give notice of the existence of this Agreement to any purchaser, transferee, lease, or assignee, and to notify the union in writing at least sixty (60) days prior to the effective date of any such action.


#### **Article 28, Savings Clause**

If any Article, Section, clause or phrase of this Agreement is for any reason found to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement. The parties may, upon request by either party, commence negotiations for any portion determined to be in violation of Federal, State, or local law.

Article 29, Duration

This Agreement shall remain in full force and effect from February 9, 2020 to and including February 8, 2024 and from year to year unless either party gives written notice of at least sixty (60) days prior to the expiration date of a desire to modify or terminate this Agreement.

By:   
\_\_\_\_\_  
Neil Mohr  
General Manager

By:   
\_\_\_\_\_  
Phil Farias  
President Teamsters Local 542