

# LABOR AGREEMENT

By and Between

RUBATINO REFUSE REMOVAL, INC.

And

GENERAL TEAMSTERS UNION LOCAL NO. 38

*Affiliated with the  
International Brotherhood of Teamsters*

August 1, 2015 – July 31, 2021

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The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

1.4 D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her 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:

**D.R.I.V.E.**  
**International Brotherhood of Teamsters**  
**25 Louisiana Avenue NW**  
**Washington, D.C. 20001**

The Employer will send on a monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## **ARTICLE 2 - NON-DISCRIMINATION - UNION ACTIVITY**

2.1 It is understood and agreed that the Employer shall be the sole judge of the competency and classifications of all employees, provided however, that no person shall be discharged or discriminated against in any way because of his/her membership or activities on behalf of the Union.

## **ARTICLE 3 - PICKET LINES**

3.1 No Employee shall be discharged or discriminated against for upholding Union principles. Employees working or serving pursuant to Union instruction shall not, as a result, lose employment or be discriminated against.

3.2 It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement of an Employee or disciplinary action of any kind, if any Employee voluntarily refuses to cross or work behind a lawful primary picket line, approved by General Teamsters Union Local No. 38, including picket lines at the Employer's places of business.

**ARTICLE 4 - SEPARATION OF EMPLOYMENT**

- 4.1 Separation of employment shall be for the following reasons:
1. Just cause discharge.
  2. Possession of Firearms at the workplace or while on duty.
  3. Resignation.
  4. Three (3) workdays of absence without authorization.
  5. Layoff of six (6) months.
  6. Failure to report to work within ten (10) calendar days after receipt of a recall letter. Notice of recall shall be sent by certified mail to the Employee's last address listed with the Employer with a copy to the Local Union. The Employer shall have the right to fill the vacancy with anyone of his choosing until the recall right is exercised.
  7. Absence due to injury or illness of twelve (12) months or more
  8. The above provisions may be extended by management at their sole discretion.

**ARTICLE 5 - PAY DAYS**

5.1 All employees shall be paid weekly, no deductions shall be made from pay checks except as provided by FEDERAL, STATE or MUNICIPAL LAW, or by mutual agreement between the Employer and the Union.

**ARTICLE 6 - HOLIDAYS**

6.1 Regular employees shall be paid eight (8) hours straight-time pay for each of the following holidays or any day commonly observed in place of the foregoing holidays:

New Year's Day	Thanksgiving Day	<i>64 hrs</i>
Memorial Day	Christmas Day	
Fourth of July	Two (2) Floating Holidays	
Labor Day		

No work shall be performed on:

Thanksgiving Day  
Christmas Day  
January 1<sup>st</sup>

6.2 All regular employees shall be paid for all holidays. If a holiday occurs during an Employee's vacation, the employee shall receive holiday pay in addition to vacation pay. In order to be eligible for holiday pay, the employee must work the last workday

immediately preceding and the first workday immediately following the holiday.

6.3 All work performed on holidays by eligible regular employees shall be compensated for at time and one-half (1-1/2) the employee's straight-time rate in addition to holiday pay. Employees who are not eligible for holiday pay will be paid at time and one-half (1-1/2) for all hours compensated on a holiday. Extra employees shall receive straight-time pay for holidays worked.

#### **ARTICLE 7 - WORK WEEK, OVERTIME & HOURS OF WORK**

7.1 All regular employees shall be guaranteed eight (8) hours pay a day regardless of how many hours worked. All work beyond eight (8) hours in a day (or ten (10) hours if assigned to a four (4) day ten (10) hour workweek) shall be paid at one and one-half (1-1/2) times the employee's respective rate of pay. The eight (8) hour guarantee shall not apply to casuals or to the sixth (6<sup>th</sup>) day, which shall be paid based on the number of hours worked. All work performed on the sixth (6<sup>th</sup>) day shall be paid at the rate of time and one half (1-1/2). Holidays shall be considered as hours worked in calculating the forty (40) hour workweek. Vacation and sick leave shall not be credited for purposes of calculating the right to overtime pay. The Employer shall have the option of assigning any and all employees to a four (4) day forty (40) hour workweek.

7.2 Preference shall be given to senior employees as to their choice of work week, Monday through Friday or Tuesday through Saturday. This workweek to be mutually agreed between the Employer and the employee. Sunday and Holiday work shall be by preference of senior employees.

#### **ARTICLE 8 - VACATION**

8.1 The Employer agrees to give each employee who has worked:

One (1) year, one (1) weeks vacation with full pay.

Two (2) years, two (2) weeks vacation with full pay.

Eight (8) years, three (3) weeks vacation with full pay.

Fifteen (15) years, four (4) weeks vacation with full pay.

Twenty- two(22) years, five (5) weeks vacation with full pay.

8.2 Vacations shall be set at a time agreeable to the Employer and Employee. The Employee must take vacation when earned. An Employee that is discharged or quits shall receive his pro-rated vacation due him based on one-twelfth (1/12<sup>th</sup>) for each month following his anniversary date.

#### **ARTICLE 9 - MANAGEMENT RIGHTS**

9.1 Subject only to specific provisions in this Agreement, the management of the facilities, the direction of the work force, and all decisions relating thereto, shall be the exclusive right of the Employer.



## ARTICLE 10 - PAY RATES & CLASSIFICATIONS

10.1 The following shall be the minimum hourly wage scale:

### MEDICAL WASTE

<u>8-1-15</u>	<u>8-1-16</u>	<u>8-1-17</u>	<u>8-1-18</u>	<u>8-1-19</u>	<u>8-1-20</u>
\$25.60	\$26.25	\$26.90	\$27.65	\$28.35	\$29.05

### DRIVERS

<u>8-1-15</u>	<u>8-1-16</u>	<u>8-1-17</u>	<u>8-1-18</u>	<u>8-1-19</u>	<u>8-1-20</u>
\$29.50	\$30.15	\$30.80	\$31.55	\$32.25	\$33.00

10.2 There shall be a night shift or second shift premium of fifteen cents (15¢) per hour over the above scale.

10.3 Newly hired employees covered by this Agreement, and Recycling employees working under the "Refuse" Agreement, will be paid seventy-five (75) percent of scale for the first (1<sup>st</sup>) one thousand-forty (1,040) hours, eighty (80) percent of scale the second (2<sup>nd</sup>) one thousand-forty (1,040) hours and ninety (90) percent of scale the third (3<sup>rd</sup>) one thousand-forty (1,040) hours and full scale thereafter. These "Recycling" employees will receive "Refuse" wages, and their hours will accrue towards benefits under the "Recycling" Agreement, however, all hours worked by these employees under the "Refuse" Agreement, shall accumulate towards these break-in rates.

10.4 \*\*Employees who perform work in a higher paying classification shall, at all times, receive the next higher break-in rate (contained in Article 8) closest to their current rate while performing such work. Their pay rate in a higher classification shall increase based on hour of work (i.e.: 173 hours = 1 month of service) consistent with the requirements of 10.3.

10.5 The terms and provisions of this Agreement shall prevail at all times and the payment of any money or benefit in addition thereto shall be at the discretion of the Employer.

\*\* This includes "Recycle" employees who are used at or promoted to the "Refuse" side.

10.6 The wage rates listed in this Article are the minimum rates to be provided to employees; however, it is understood that the Employer reserves the right to provide wages in excess of these minimum at their sole discretion.

## ARTICLE 11 - HEALTH AND WELFARE

11.1 Effective August 1, 2015, based on July 2015 hours, the Employer shall continue to pay into the Washington Teamster Welfare Trust the following amounts for the respective benefits for every employee covered by this Agreement who is compensated eighty (80) hours in the previous month, said payment to be made on or before the tenth day of each month.

Medical Plan A	\$1,293.90
Dental Plan A	\$130.50
A Life	\$8.60
9 Month Disability Waiver	\$11.40
Time Loss Plan A	\$16.00
Vision	\$14.90
Total	\$1475.30

11.2 The above payments shall be made to the Administrative Office by the tenth (10<sup>th</sup>) of each month. In the event the Trust Fund is required to take legal action to collect any employers contribution due under this Agreement, that employer shall be liable for all necessary costs and expenses of the litigation including reasonable attorney fees.

11.3 Should contribution increases be required by the Trustees, the Employer agrees to pay for additional contribution increases based upon one hundred and seventy three (173) hours per month, up to the maximum increase as follows:

8/1/15 - 30¢ cents per hour  
1/1/16 - 65¢ cents per hour  
1/1/17 - 70¢ cents per hour  
1/1/18 - 75¢ cents per hour  
1/1/19 - 80¢ cents per hour  
1/1/20 - 85¢ cents per hour  
1/1/21 - 90¢ cents per hour

Note: If there are any monies left from the amounts lasted above in January of each year for maintenance of benefits, such monies will go into the Pension fund for each respective employee. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees.

## ARTICLE 12 - PENSION

12.1 Effective August 1, 2015, based on July 2015 hours, the Company shall pay the sum of five dollars and fifty-eight cents (\$5.58) per hour (\$5.24 basic rate and \$.34 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of one thousand twenty-six dollars and seventy-two cents (\$1026.72) per month or two thousand eighty (2080) hours per year.

12.2 Effective August 1, 2016, based on July 2016 hours, the Company shall pay the sum of five dollars and eighty-eight cents (\$5.88) per hour (\$5.52 basic rate and \$.36 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of one thousand eighty one dollars and ninety-two cents (\$1081.92) per month or two thousand eighty (2080) hours per year.

12.3 Effective August 1, 2017, based on July 2017 hours, the Company shall pay the sum of six dollars and eighteen cents (\$6.18) per hour (\$5.80 basic rate and \$.38 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of eleven hundred thirty-seven dollars and twelve cents (\$1137.12) per month or two thousand eighty (2080) hours per year.

12.4 Effective August 1, 2018, based on July 2018 hours, the Company shall pay the sum of six dollars and fifty-three cents (\$6.53) per hour (\$6.13 basic rate and \$.40 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of twelve hundred and one dollars and fifty-two cents (\$1201.52) per month or two thousand eighty (2080) hours per year.

12.5 Effective August 1, 2019, based on July 2019 hours, the Company shall pay the sum of six dollars and eighty-eight cents (\$6.88) per hour (\$6.46 basic rate and \$.42 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of twelve hundred sixty-five dollars and ninety-two cents (\$1265.92) per month or two thousand eighty (2080) hours per year.

12.6 Effective August 1, 2020, based on July 2020 hours, the Company shall pay the sum of seven dollars and eighteen cents (\$7.18) per hour (\$6.74 basic rate and \$.44 for PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, not to exceed a total of thirteen hundred twenty-one dollars and twelve cents (\$1321.12) per month or two thousand eighty (2080) hours per year.

12.7 For regular employees serving a probationary period and hired on or after August 1, 2015, the Employer will pay an hourly contribution rate of ten cents (10¢) including one cent (1¢) for PEER during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from an employee's initial date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in Articles 12.1 through 12.6 above.

12.8 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said trust. Failure to make all payments herein provided for shall be a breach of this Agreement.

12.9 The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be six and one half (6.5) percent of the basic contribution.

EdR  
Dec 7/15  
10/6/15



### ARTICLE 13-MILITARY LEAVE

13.1 Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), shall be granted all rights and privileges provided by the Act.

### ARTICLE 14 - 401K

14.1 The Employer shall make available, to those employees who voluntarily choose to participate, a 401K plan, based on employee contributions.

### ARTICLE 15 - SAFETY/CLOTHING REIMBURSEMENT ALLOWANCE

15.1 This allowance will be for the purpose of obtaining such items as: work boots, gloves, safety shirts, etc. These items would be in addition to the Company supplied safety vests.

15.2 After submitting proper receipts of purchases, the Employer shall reimburse each employee up to a maximum of one hundred fifty dollars (\$150.00) per calendar year.

### ARTICLE 16 - JURY DUTY

16.1 An employee that is called for jury duty service shall receive the difference between his jury duty pay and his regular pay for the days that he must attend jury duty service up to the maximum of twenty-five (25) days.

### ARTICLE 17 - FUNERAL LEAVE

17.1 If an employee covered by this contract suffers a death in the immediate family such employee shall be allowed three (3) working days off, for the purpose of attending the funeral and shall be compensated for his loss by payment of hourly straight time pay for such time lost as a result of his absence. If employee needs additional time off because of traveling out of state, the employee may use their sick leave for the travel day(s). Immediate family shall be defined as wife, husband, son, daughter, stepchildren, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents.

### ARTICLE 18 - SICK LEAVE

18.1 All employees shall accumulate sick leave pay at the rate of four (4) hours per month (six (6) days per year). Accumulated sick leave pay shall be payable at the rate of one (1) day's (eight (8) hours) pay per day at the straight time rate from and including the second working day of bona fide sickness or accident.

18.2 Sick leave shall be accumulated from year to year into a sick leave "bank." At the employees' option, sick leave may be capped at five-hundred (500) hours. Any hours over and above the five hundred (500) hours maximum, shall be paid out at fifty (50) percent on January 1 of each year. Upon retirement, employees shall be paid for fifty (50) percent of any unused sick leave.

When an employee reach's the five hundred (500) hour cap, he/she shall make a choice as to whether they will choose to continue "banking" hours, or be cashed out at fifty (50) percent on any hours over and above the cap. Once an employee makes a choice as to whether he/she will continue to bank hours or take a cash out over and above the cap, they cannot choose again.

18.3 On State Industrial accidents, the Employer agrees to pay the difference between what the State pays and the Employees regular daily rate. (In this event, employee will use one-half day of sick leave).

#### **ARTICLE 19 - ROUTE BOOKS**

19.1 The company will furnish each driver with a route book and this must be kept daily up to date by the driver.

#### **ARTICLE 20 - REST PERIODS**

20.1 Each employee shall be entitled to a coffee break of fifteen (15) minutes during his first 4 hours of work. Time of coffee break shall be noted on time card.

#### **ARTICLE 21 - TRUCK HELPER**

21.1 A Truck Helper who replaces the driver for the entire day shall be paid the drivers rate of pay.

#### **ARTICLE 22 - LIABILITY**

22.1 Drivers shall not be held responsible for lost or damaged goods, except in the case of proven negligence.

#### **ARTICLE 23 - TERMINATION NOTICE**

23.1 All employees shall give the Employer one (1) week's notice before leaving his employ, and the Employer shall give the same notice except for dishonesty, intoxication or proven negligence, use or possession of a controlled substance.

#### **ARTICLE 24 - PUBLIC HEALTH**

24.1 For the benefit of public health and sanitation, the Union will do everything within its power to see that the garbage is removed on schedule.

#### **ARTICLE 25 - WEIGHT RESTRICTIONS**

25.1 The handling of fifty (50) gallon drums used for garbage, refuse, etc., is hereby a violation except when mechanical assist is given when loading. The driver shall notify the company whenever a container is excessive in weight.

#### **ARTICLE 26 - EARLY DISMISSAL FROM WORK LIABILITY**

26.1 Employee's leaving premises prior to completion of regular scheduled work period shall be considered as off the payroll regardless of payment made for unworked time, and shall hold Employer harmless for any contingencies arising while off payroll.

## ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 All misunderstanding and disputes of any character relative to any matter covered in the Agreement, shall be referred to the Employer and a Representative of the Union. Should these two (2) fail to reach a satisfactory agreement a third (3<sup>rd</sup>) person shall be selected by them, which three (3) shall form an Arbitration Board. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, including the authority of the Employer in accordance with Article 2. The Arbitrator shall be limited to the settlement of specific claim arising out of the interpretation and application of the specific terms and provisions of this Agreement. There shall be no cessation of work or lockouts during such conference or arbitration. The finding of the Arbitrator shall be final and binding on both parties. Charges submitted by the Arbitrator shall be borne equally by the Company and the Union.

## ARTICLE 28 – HELPERS

28.1 Helper Employee is one whose primary duty is loading, not driving, and Casual Employee is one who works less than eighty (80) hours in a month. Casuals will not receive union benefits except for pension benefits.

## ARTICLE 29-DEREGULATION

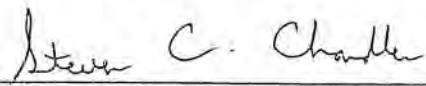
29.1 If during the term of our agreement the garbage collection industry is deregulated or if the authority of the W.U.T.C. to regulate and or set rate is altered or transferred to another agency or body and this impacts the competitive nature of the industry or if the City of Everett bids a contract without the prevailing rate requirement of wages and conditions set forth in such contract are below those set forth in our Agreement, the Union agrees to negotiate said terms at the Employers' request, and reach agreement within thirty (30) days, or submit to neutral arbitration, which must resolve the differences at least two (2) weeks before bids are to be submitted.

ARTICLE 30- DURATION AND RENEWAL

30.1 This Agreement shall be in full force and effect from August 1, 2015, through July 31, 2021, and from year to year thereafter, provided that either party may open this Agreement in writing to other party sixty (60) days prior to June 30<sup>th</sup>. After written notice of opening the contract by either party the terms of this Agreement shall remain in full force and effect during the period the parties are in negotiations. Any Agreement negotiated shall be retroactive to the expiration of this Agreement.

BY 

Ed Rubatino, President  
RUBATINO REFUSE REMOVAL, INC

BY 

Steven C. Chandler, Secretary-Treasurer  
GENERAL TEAMSTERS UNION LOCAL NO. 38

8-17-15  
date

8/11/15  
date

# MEMORANDUM OF UNDERSTANDING

Between

**RUBATINO REFUSE CO., INC.**

And

**TEAMSTERS LOCAL UNION NO. 38**

Rubatino Refuse Company, Inc. ("Employer") and Teamsters Local Union No. 38 ("Union") In consideration of the recently executed Collective Bargaining Agreement between the parties, hereby enter into the following understanding with regard to that Collective Bargaining Agreement:

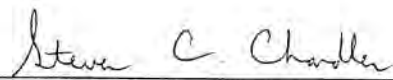
1. The parties agree that the Western Conference of Teamsters Pension Trust Information Bulletin #7A (December 2014) shall apply with regard to the maximum number of hours on which contributions are owed under Article 12 – Pension, and specifically applies to the vacation hours taken by employees during the course of a year.
2. The Employer and the Union further agree that Section 10.3 of the Collective Bargaining Agreement shall read as follows:

10.3 Newly hired employees covered by this Agreement and Recycling employees working under the "Refuse" Agreement, will be paid seventy-five percent (75%) of scale for the first 1,040 hours, eighty percent (80%) of scale the second 1,040 hours, ninety percent (90%) of scale the third 1,040 hours, and full scale thereafter. These "Recycling" employees will receive "Refuse" wages, and their hours worked in Refuse shall accrue for pension benefits under the Refuse Agreement except when the work was due to emergency or incidental requirements. However, their hours worked in Refuse shall accrue for all other benefits under the Recycling Agreement. Recycling employees working in Refuse shall have those hours worked accumulate towards these break-in rates.

RUBATINO REFUSE CO., INC.

TEAMSTERS LOCAL UNION NO. 38

By:   
Date: 10-27-15

By:   
Date: 10/15/15