

# **AGREEMENT**

**BY AND BETWEEN**

**RUBATINO REFUSE COMPANY**  
(Recycling Agreement)

**AND**

**TEAMSTERS UNION LOCAL NO. 38**  
(Affiliated with the International  
Brotherhood of Teamsters)

**April 1, 2018 through March 31, 2024**

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# LABOR AGREEMENT

Between

**RUBATINO REFUSE REMOVAL, INC.  
(Recycling)**

And

**TEAMSTERS UNION LOCAL NO. 38**

**Rubatino Refuse Removal, Inc. (Recycling)** hereinafter referred to as the "Company", hereby recognizes, during the term of this Agreement, **Teamsters Union Local No. 38**, hereinafter referred to as the "Union", affiliated with the International Brotherhood of Teamsters, as the sole and exclusive collective bargaining agency for all recycling and yard waste drivers and driver helpers, excluding all office-clerical employees and guards and supervisors as defined in the National Labor Relations Act of 1947 and as amended, with reference to wages, hours, & conditions of work.

## ARTICLE 1 - UNION SECURITY

1.1 The Employer agrees to continue to recognize the Union as the sole collective bargaining agent for all employees falling within the jurisdiction of this Agreement. It is further agreed that each employee not now a member of the Union, or any new employee, shall become a member of the Union within thirty-one (31) days from date of employment and shall remain a member of the Union in good standing as a condition of employment.

1.2 **PROBATIONARY EMPLOYEES:** The first ninety (90) days of employment shall be probationary. During the probationary period the employee may be subject to discipline, layoff, or discharge for any reason and will have no recourse to the grievance procedure for such actions. At the end of the probationary period, the employee's date of hire will revert back to the original date of hire. Any employee completing the ninety (90) day probationary period are then regular employees.

1.3 **DUES CHECKOFF:** The Employer, upon written authorization of the employee, shall deduct from the pay received each week by such employee, the union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union by the last day of each month the dues are being deducted for. If dues are not deducted in one month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split into weekly deductions and remitted to the Union once a month along with the regular dues payment but in no case be split into more than eight (8) weekly deductions.

When an employee quits, is discharged or is laid off, any of the foregoing amounts due

will be deducted from the last pay payable.

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.

## **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 - D.R.I.V.E.**

3.1 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE 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 Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

3.2 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.

3.3 The Union agrees to indemnify the Employer and to hold them harmless from and against any claims made against the Employer resulting from its' compliance with or obligations under the paragraph above, including but not limited to reimbursement for monies deducted in accordance with the paragraph above which are disputed by the employee. The Union, DRIVE and the Employer further agree that all disputed deductions are to be resolved among the Union, DRIVE and the employees themselves without the involvement of the Employer.

## **ARTICLE 4 - PAY DAYS**

4.1 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 5 - HOLIDAYS

5.1 New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day (no work shall be performed on Christmas Day), one (1) Floating Holiday and Employee's Birthday or any day commonly observed in place of the foregoing holidays, shall be considered holidays with full pay. A holiday week shall consist of thirty-two (32) hours except when the holiday occurs on a regular scheduled day off, Monday or Saturday or Employee's Birthday. Any work performed over thirty-two (32) hours in a holiday week shall be paid for at the rate of time and one-half (1-1/2).

5.2 All regular employees shall be paid for 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.

## ARTICLE 6 - WORK WEEK, OVERTIME & HOURS OF WORK

6.1(a) Full-time employees shall be guaranteed five (5) consecutive days of eight (8) consecutive hours, (four (4) consecutive days if ten (10) hour shifts are assigned) and forty (40) hours per week, Monday through Saturday, when work is available. All time actually worked over forty (40) hours in any work week, shall be compensated at time and one-half (1-1/2), provided, however, for employees who are eligible for holiday pay but are not scheduled to work on the Day before Christmas, Washington's Birthday, Memorial Day, July 4 and Labor Day "hours actually worked" shall include the eight (8) hours of holiday pay on these holidays. The weekly hours guarantee shall not apply in cases where three (3) day or four (4) day routes are established in which case overtime will be paid to employee's on cumulative hours based on days worked. The Union may challenge the establishment of such short routes through the Settlement of Disputes provisions if it can establish that the Employer can economically, efficiently, and operationally combine such routes so as to establish a five (5) day route. There shall be a lunch break of not less than one half (1/2) hour nor more than one (1) hour on the employee's time. Lunch breaks shall be taken. Overtime and premium pay shall not be compounded or pyramided.

All Sunday work and work on the sixth (6<sup>th</sup>) consecutive day fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) consecutive day if four (4) ten (10) hour shifts are being worked} is time and one-half (1-1/2) with an eight (8) hour guarantee. Exception: the guarantees in Sub-Section 5.1 shall not apply in cases of factors beyond the Employer's control which disrupt work schedules (e.g., weather emergencies, change of disposal regulations, transfer or disposal site restrictions, etc.) or when the employee is tardy and his schedule assignment has already left for the routes.

(b) **For Residential Recycle Drivers Only:** 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 the straight time rate of pay up to a maximum of forty (40) hours compensated in a week. 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. Overtime shall be paid at the rate of time and one half (1-1/2) for every hour over forty (40) hours compensated during the workweek. 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.

6.2 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.

6.3 Employees leaving premises, prior to completion of their regular shift and punching out, shall be considered as off the payroll, regardless of payments made of un-worked time, and shall hold the Employer harmless for any contingencies arising while off the payroll.

#### **ARTICLE 7 - VACATION**

7.1 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.

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) for each month following his anniversary date.

#### **ARTICLE 8 - MINIMUMS**

8.1 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.

## ARTICLE 9 - PAY RATES

9.1 The following shall be the minimum hourly wage scale:

### RESIDENTIAL RECYCLE: (Non-CDL Driver)

4/1/17	4/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23
\$22.15	\$23.70	\$24.15	\$24.60	\$25.05	\$25.50	\$25.95	\$26.40	\$26.85	\$27.30	\$27.75	\$28.20

### COMMERCIAL RECYCLE:

4/1/17	4/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23
\$23.48	\$25.03	\$25.48	\$25.93	\$26.38	\$26.83	\$27.28	\$27.73	\$28.18	\$28.63	\$29.08	\$29.53

### YARD WASTE:

4/1/17	4/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23
\$23.73	\$25.28	\$25.73	\$26.18	\$26.63	\$27.08	\$27.53	\$27.98	\$28.43	\$28.88	\$29.33	\$29.78

### RECYCLE ROLL OFF:

4/1/17	4/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23
\$24.23	\$25.78	\$26.23	\$26.68	\$27.13	\$27.58	\$28.03	\$28.48	\$28.93	\$29.38	\$29.83	\$30.28

**Note:** The first year wage increase total of \$1.55 reflects an actual wage increase of \$1.20 and .35 of unused monies from Health & Welfare maintenance of benefits.

### BREAK IN RATES:

Employees hired after April 1, 2013, shall be paid seventy-five cents (75¢) per hour less than the listed rates above for the first 1040 hours of compensation. After the first 1040 hours of compensation, the employee shall receive fifty cents (50¢) per hour less than the rates above. (Any employee not having their CDL will not move beyond the second .50 cent per hour less Break-In-Rate scale until they obtain their CDL). After 2080 hours of compensation, the employee shall be paid in accordance with the rates above (provided they have their CDL).

**Note:** Increases each year will also be paid to those employees in the break-in progressions.

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

9.3 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 10 - MEDICAL, DENTAL & VISION PLANS**

10.1 Effective April 1, 2013, based on February 2013 hours, the Employer shall pay into the Washington Teamsters 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 B	\$1191.30
Dental Plan B	\$87.50
Vision	\$14.90
Life and AD&D Plan C	\$1.60
Time Loss Plan C	\$8.00
Add. 9 Month Disability Waiver	<u>\$11.40</u>
Total	\$1314.70

The Employer will continue to pay one thousand two hundred forty-six dollars and seventy-eight cents (\$1246.78) toward the above mentioned healthcare Plans and any amounts above that shall be borne by the employees through lump sum deductions from their pay.

Note: The Employer will continue to pay the deductibles up to one hundred dollars (\$100.00) per person or three hundred dollars (\$300.00) per family per year.

10.2 Effective January 1, 2019, based on December, 2018 hours, the Employer shall pay into the Washington Teamsters Welfare Trust an additional thirty-five cents (\$.35) per hour (\$60.55 per month) towards maintenance of benefits. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees. Any monies of the thirty-five cents (\$.35) per hour not utilized for maintenance of benefits shall be added to Pension Fund contributions for each employee.

10.3 Effective January 1, 2020, based on December, 2019 hours, the Employer shall pay into the Washington Teamsters Welfare Trust an additional thirty-five cents (\$.35) per hour (\$60.55 per month) towards maintenance of benefits. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees. Any monies of the thirty-five cents (\$.35) per hour not utilized for maintenance of benefits shall be added to Pension Fund contributions for each employee.

10.4 Effective January 1, 2021, based on December, 2020 hours, the Employer shall pay into the Washington Teamsters Welfare Trust an additional forty cents (\$.40) per hour (\$69.20 per month) towards maintenance of benefits. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees. Any monies



of the forty (\$.40) per hour not utilized for maintenance of benefits shall be added to Pension Fund contributions for each employee.

10.5 Effective January 1, 2022, based on December, 2021 hours, the Employer shall pay into the Washington Teamsters Welfare Trust an additional forty-five cents (\$.45) per hour (\$77.85 per month) towards maintenance of benefits. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees. Any monies of the forty-five cents (\$.45) per hour not utilized for maintenance of benefits shall be added to Pension Fund contributions for each employee.

10.6 Effective January 1, 2023, based on December, 2022 hours, the Employer shall pay into the Washington Teamsters Welfare Trust an additional forty-five cents (\$.45) per hour (\$77.85 per month) towards maintenance of benefits. Any increases not covered by the provisions above shall be split 50/50 between the Employer and employees. Any monies of the forty-five cents (\$.45) per hour not utilized for maintenance of benefits shall be added to Pension Fund contributions for each employee.

10.7 The above payments shall be made to the Administrative Office by the tenth of each month. In the event the Trust Fund is required to take legal action to collect any employer's contribution due under this agreement, that Employer shall be liable for all necessary costs and expenses of the litigation including reasonable attorney fees.

#### **ARTICLE 11 - PENSION**

Effective April 1, 2017, based on March, 2017 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, four dollars and forty-six cents (\$4.46) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.1 Effective June 1, 2018, based on May, 2018 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, four dollars and seventy-six cents (\$4.76) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.2 Effective April 1, 2019, based on March, 2019 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, five dollars and six cents (\$5.06) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.3 Effective April 1, 2020, based on March, 2020 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, five dollars and thirty-six cents (\$5.36) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.4 Effective April 1, 2021, based on March, 2021 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee

of the Bargaining Unit, five dollars and seventy-one cents (\$5.71) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.5 Effective April 1, 2022, based on March, 2022 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, six dollars and six cents (\$6.06) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.6 Effective April 1, 2023, based on March, 2023 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, six dollars and forty-one cents (\$6.41) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.7 For regular employees serving a probationary period the Employer will pay an hourly contribution rate of ten cents (\$.10) 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. When this probationary period is completed the full contribution rate shall apply.

11.8 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 rule 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.

11.9 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 12 - JURY DUTY**

12.1 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.

#### **ARTICLE 13 - FUNERAL LEAVE**

13.1 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, and father-in-law, and grandparents.

#### **ARTICLE 14 - SICK LEAVE**

14.1 All employees shall accumulate sick leave pay at the rate of four and two-thirds (4-2/3) hours per month, seven (7) 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 first working day of bona fide sickness or accident.

14.2 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 per cent (50%) 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 he/she 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, he/she cannot choose again.

14.3 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 (1/2) day of sick leave).

14.4 An employee transferring from the jurisdiction of the "Recycle" Agreement to the "Garbage" Agreement shall transfer his/her sick leave accrual with him/her.

#### **ARTICLE 15 - ROUTE BOOKS**

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

#### **ARTICLE 16 - REST PERIODS**

16.1 Each employee shall be entitled to a rest period of fifteen (15) minutes during his first four (4) hours of work. There shall be a lunch break of not less than one-half (1/2) hour nor more than one (1) hour on the employee's time. Lunch breaks shall be taken. Those recycle routes that work in conjunction with garbage collection routes shall take their rest and lunch periods simultaneously with the garbage routemen.

#### **ARTICLE 17 - TRUCK HELPER**

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

#### **ARTICLE 18 - LIABILITY**

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

## **ARTICLE 19 - TERMINATION NOTICE**

19.1 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 20 - PUBLIC HEALTH**

20.1 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 21 - SUBSTANCE ABUSE POLICY**

21.1 Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace and protect the reputation of Labor and Management and the employees.

21.2 Consistent with these goals the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs or alcohol. A program of urine testing, pursuant to the control substance and alcohol abuse program shall be instituted, upon mutual consent of labor and management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.1 All misunderstandings 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 3<sup>rd</sup> person shall be selected by them, which three (3) shall form an arbitration board, and the decision of such board shall be binding. There shall be no cessation of work or lockouts during such conference or arbitration.

## **ARTICLE 23 - 401(K)**

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

## **ARTICLE 24 - SAFETY/CLOTHING REIMBURSEMENT ALLOWANCE**

24.1 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. 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.

## **ARTICLE 25 - PICKET LINES**

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

25.2 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 Teamsters Local Union No. 38, including picket lines at the Employer's places of business.

## **ARTICLE 26 - SEPARATION OF EMPLOYMENT**

26.1 Separation of employment shall be for the following reasons:

1. Just cause discharge,
2. Resignation,
3. Three (3) workdays of absence without authorization,
4. Layoff of six (6) months,
5. 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,
6. Absence due to injury or illness of six (6) months or more,
7. The above provisions may be extended by management at their sole discretion.


## **ARTICLE 27 - LENGTH OF AGREEMENT**

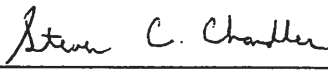
27.1 This Agreement shall be in full force and effect from April 1, 2018, to March 31, 2024 and from year to year thereafter, provided that either party may open this Agreement in writing to the other party sixty (60) days prior to any March 31<sup>st</sup>. After written notice of opening the contract 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.

**DEREGULATION ADDENDUM**

If during the term of this 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 this 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.

Signed this 25<sup>th</sup> day of June 2018.

By   
Ed Rubatino, President  
RUBATINO REFUSE REMOVAL, INC.

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

**Memorandum of Understanding**  
**By and Between**  
**Rubantino Refuse Removal (RECYCLE DIVISION), Inc.**  
**And**  
**Teamsters Union Local No. 38**  
**2021**

**ARTICLE 11 - PENSION**

Effective April 1, 2017, based on March, 2017 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, four dollars and forty-six cents (\$4.46) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.1 Effective June 1, 2018, based on May, 2018 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, four dollars and seventy-six cents (\$4.76) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.2 Effective January 1, 2019, based on December, 2018 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, four dollars and eighty-nine cents (\$4.89) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.3 Effective April 1, 2019, based on March, 2019 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, five dollars and nineteen cents (\$5.19) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.4 Effective January 1, 2020, based on December, 2019 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, five dollars and thirty-two cents (\$5.32) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.5 Effective April 1, 2020, based on March, 2020 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, five dollars and sixty-two cents (\$5.62) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.6 Effective January 1, 2021, based on December, 2020 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the

Bargaining Unit, five dollars and ninety cents (\$5.90) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.6 Effective April 1, 2021, based on March, 2021 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, six dollars and twenty-five cents (\$6.25) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.


11.7 Effective April 1, 2022, based on March, 2022 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, six dollars and sixty cents (\$6.60) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.

11.8 Effective April 1, 2023, based on March, 2023 hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee of the Bargaining Unit, six dollars and ninety-five cents (\$6.95) for each hour up to a maximum of 2080 hours for which compensation is paid per year, per employee.


Signed this 31<sup>st</sup> day of October 2020.

For the Company:

For the Union:



Ed Rubatino, President  
Rubatino Refuse Removal, Inc.



Steven C. Chandler, Secretary-Treasurer  
General Teamsters Union Local NO. 38



# MEMORANDUM OF UNDERSTANDING

Between

**Rubatino Refuse Removal, Inc. (RECYCLE)**

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. In the event the Employer is wholly or partially absorbed, purchased, merged or succeeded by a business having substantially common ownership with the Employer (e.g., 26% or more) all wages, vacation privileges, and other benefits under this Agreement shall continue and prevail. Length of Service shall continue and employees' jobs shall be preserved.
2. The Employer shall notify any purchaser, transferee, lessee, or assigned of this Agreement. Such notice shall be in writing with a copy sent to the Union.

RUBATINO REFUSE CO., INC.

TEAMSTERS LOCAL UNION NO. 38

By:   
Date: 7-28-21

By:   
Date: 7/28/2021