

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, 2021 – July 31, 2027

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AGREEMENT

By and Between

Rubatio Refuse Removal, Inc.
and

GENERAL TEAMSTERS UNION LOCAL NO. 38

The following is hereby mutually agreed upon by and between **Rubatio Refuse Removal, Inc.**, herein after referred to as the "Company," and **General Teamsters Union Local No. 38**, affiliated with the International Brotherhood of Teamsters, herein after referred to as the "Union," with reference to working conditions, hours of employment and wages.

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.

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.

NEW ARTICLE 3 – LENGTH OF SERVICE

3.1 There shall be a master length of service list. The Employer recognizes that the principles of length of service shall be given consideration first in the everyday operation of the business. Length of Service prevails after working ninety (90) calendar days. Qualifications in conjunction with length of service will be taken into consideration.

ARTICLE 4 - PICKET LINES

4.1 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.

4.2 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 5 - SEPARATION OF EMPLOYMENT

5.1 Length of Service shall be broken and employment terminated 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 6 - PAY DAYS

6.1 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 7 - HOLIDAYS

7.1 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
Martin Luther King Jr. Day	Christmas Day
Memorial Day	Two (2) Floating Holidays
Fourth of July	
Labor Day	

No work shall be performed on:

Thanksgiving Day
Christmas Day
January 1st

7.2 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, unless covered by Washington State sick leave.

7.3 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 8 - WORK WEEK, OVERTIME & HOURS OF WORK

8.1 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 (6th) day, which shall be paid based on the number of hours worked. All work performed on the sixth (6th) 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.

8.2 Preference shall be given to employees by length of service 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

8.3 When service is canceled by the Employer, due to inclement weather, employees that are still required to work shall be compensated one and one half (1 ½) times their applicable rate of pay for all hours worked in addition to the eight (8) hour daily guarantee.

ARTICLE 9 - VACATION

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

One (1) year, one (1) week 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-one (21) years, five (5) weeks vacation with full pay.

9.2 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 (1/12th) for each month following his anniversary date.

9.3.1 VACATION SELECTION: Earned vacations must be taken within twelve (12) months. However, employees may carry over forty (40) hours of vacation per year into the following year, to a maximum of eighty (80) hours. Vacation periods, only, shall be selected according to length of service from the master list, based on current practice to include both Refuse and Recycle, with no consideration of Line of Business. The minimum number of employees that may be on vacation at any time shall be three (3). From Memorial Day through September 30th, the minimum number of employees that may be on vacation at any time shall be two (2). It is at the Employer's sole discretion to allow more than the minimum to be on vacation. When the total number of accrued vacation weeks is in excess of the available number of weeks allowed the Employer and Union shall meet to negotiate additional weeks.

9.3.2 Vacation selection times shall be in two steps with Step 1 starting the second (2nd) week of January and Step 2 being completed by January 31. Employees who miss their schedule time to select vacation may not bump or jump employees who have made their selections, as of date of ratification, and may allow more than the Exception if operational needs allow. Commencing February 1, employee requests for vacation are on a first-come first-serve basis. During Step 1, each employee will be limited to selecting a maximum of two (2) weeks' vacation until all other employees have had the opportunity to make their selection. However, employees with three (3) or more weeks of vacation may not select more than two (2) weeks until every employee has had an opportunity to make a selection. Employees have the option to cash out any accrued vacation on their Anniversary Date each year, provided they actually take at least two (2) weeks of vacation during their vacation year.

9.3.3 With mutual agreement between the Employer and the employee, the employee may work through their scheduled vacation at the time and one half (1 ½) rate of their normal hourly rate of pay for all hours worked each day. This will be in addition to their scheduled vacation pay.

9.3.4 Employees separated from employment for any cause after one (1) year of service

shall be paid, pro-rata, according to vacation earned up to the time of separation, except for employees who resign without two (2) weeks advance notice.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 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 11 - PAY RATES & CLASSIFICATIONS

11.1 The following shall be the minimum hourly wage scale:

8/1/21	8/1/22	8/1/23	8/1/24	8/1/25	8/1/26
\$2.00	\$1.00	\$1.75	\$1.00	\$1.35	\$1.50
\$35.00	\$36.00	\$37.75	\$38.75	\$40.10	\$41.60

11.2 There shall be a night shift or second (2nd) shift premium of fifteen cents (15¢) per hour over the above scale.

11.3 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 (1st) one thousand-forty (1,040) hours, eighty (80) percent of scale the second (2nd) one thousand-forty (1,040) hours and ninety (90) percent of scale the third (3rd) 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. (**Refer to Memorandum of Understanding on page 15 of this agreement)

11.4 **Employees who perform work in a higher paying classification shall, at all times, receive the next higher break-in rate closest to their current rate while performing such work. Their pay rate in a higher classification shall increase based on hours of work (i.e.: 173 hours = 1 month of service) consistent with the requirements of 11.3

11.5 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.

11.6 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 12 - HEALTH AND WELFARE

12.1 Effective August 1, 2021, based on July 2021 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 (10th) day of each month.

Medical Plan A	\$1470.00
Dental Plan A	\$120.50
A Life	\$8.60
9 Month Disability Waiver	\$11.40
Time Loss Plan E	\$30.00
<u>Vision</u>	<u>\$17.10</u>
Total	\$1657.60

12.2 The above payments shall be made to the Administrative Office by the tenth (10th) 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.

12.3.1 If needed, effective January 1, 2022, based on December 2021 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional sixty dollars (\$60.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.3.2 If needed, effective January 1, 2023, based on December, 2022 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional sixty dollars (\$60.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.3.3 If needed, effective January 1, 2024, based on December, 2023 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional sixty dollars (\$60.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.3.4 If needed, effective January 1, 2025, based on December, 2024 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional seventy dollars (\$70.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.3.5 If needed, effective January 1, 2026, based on December, 2025 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional seventy dollars (\$70.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.3.6 If needed, effective January 1, 2027, based on December, 2026 hours, the Employer shall pay into the Washington Teamsters Welfare Trust up to an additional seventy dollars (\$70.00) per month towards maintenance of benefits. Any increases not covered by the provision above shall be split fifty-fifty (50/50) between the Employer and employees per month.

12.4 Each employee will pay a total of fifty dollars (\$50.00) per month in a lump sum pre-tax payroll deduction for the aforementioned Health and Welfare Package for the entire term of this Agreement regardless of the increase in the Employer's contribution in succeeding years .

12.5 RETIREE'S HEALTH AND WELFARE – Effective February 1 2025 based on January 2025 hours, the Employer agrees to pay ninety-four dollars and eighty-five cents (\$94.85) per month 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 (10th) day of each month and agrees to pay up to one hundred dollars (\$100.00) per month, splitting any cost over one hundred (\$100.00) fifty-fifty (50/50) with the employees to maintain the RWT Plus Plan for the duration of this Agreement.

ARTICLE 13 - PENSION

13.1 Effective August 1, 2020, based on July 2020 hours, the Company shall pay the sum of ten dollars and eighty-five cents (\$10.85) per hour (ten dollars and nineteen cents (\$10.19) basic rate and sixty-six cents (\$.66) 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 nineteen hundred ninety-six dollars and forty cents (\$1996.40) per month or two thousand eighty (2080) hours per year.

13.2 Effective August 1, 2025, based on July 2025 hours, the Company shall pay the sum of eleven dollars and fifty-six cents (\$11.56) per hour (ten dollars and eighty-five cents (\$10.85) basic rate and seventy-one cents (\$.71) 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 two thousand one hundred twenty-seven dollars and four cents (\$2127.04) per month or two thousand eighty (2080) hours per year.

13.3 Effective August 1, 2026, based on July 2026 hours, the Company shall pay the sum of twelve dollars and six cents (\$12.06) per hour (eleven dollars and thirty-two cents (\$11.32) basic rate and seventy-four cents (\$.74) 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 two thousand two hundred nineteen dollars and four cents (\$2219.04) per month or two thousand eighty (2080) hours per year.

13.4 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 13.1 through 13.3 above.

13.5 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.

13.6 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 percent (6.5%) of the basic contribution.

ARTICLE 14 - MILITARY LEAVE

14.1 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 15 - 401K

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

ARTICLE 16 - SAFETY/CLOTHING REIMBURSEMENT ALLOWANCE

16.1 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.

16.2 After submitting proper receipts of purchases, the Employer shall reimburse each employee up to a maximum of two hundred fifty dollars (\$250.00) per calendar year.

ARTICLE 17- JURY DUTY

17.1 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 18 - FUNERAL LEAVE

18.1 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 19 - SICK LEAVE

19.1 All employees shall accumulate one (1) hour of sick leave for every forty (40) hours worked. Accumulated sick leave pay shall be payable as per Washington State law.

19.2 Employees may roll all of their unused sick leave into the sick leave bank. The first forty (40) hours shall be considered "protected leave". All hours accrued in the bank above forty (40) shall be considered "unprotected". Example: On December 31st, an employee has fifty-two (52) hours of accrued "protected leave" and a bank of one hundred (100) hours total fifty-two (52) hours protected leave and forty-eight (48) hours of unprotected leave). January 1, the employee would have forty (40) hours of "protected leave" and sixty (60) hours of "unprotected leave".

19.3 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.

19.4 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.

19.5 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).

ARTICLE 20 - ROUTE BOOKS

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

ARTICLE 21 - REST PERIODS

21.1 Two (2) fifteen (15) minute paid rest breaks shall be permitted for employees each day and shall be taken during the first half of the third (3rd) hour worked and the first half of the seventh (7) hour worked. When employees work more than ten (10) hours on any day, they shall be entitled to a third (3rd) fifteen (15) minute rest break no later than three (3) hours after the second (2nd) rest break. Employees must note what time they took rest breaks on their timecard.

ARTICLE 22 - TRUCK HELPER

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

ARTICLE 23 - LIABILITY

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

ARTICLE 24 - TERMINATION NOTICE

24.1 All employees shall give the Employer one (1) weeks' 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 25 - PUBLIC HEALTH

25.1 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 26 - WEIGHT RESTRICTIONS

26.1 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 Employer whenever a container is excessive in weight.

ARTICLE 27 - EARLY DISMISSAL FROM WORK LIABILITY

27.1 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 the Employer harmless for any contingencies arising while off payroll.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 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 (3rd) 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 Employer and the Union.

28.2 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.

28.3 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

28.4 No non-disciplinary grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) days of the date of the occurrence causing the claim or grievance. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the sixty (60) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

28.5 The Union and Shop Stewards encourage employees to resolve issue(s) with their supervisor. If issue(s) are not resolved informally, a disciplinary grievance shall be submitted in writing by the Business Agent within ten (10) working days after the first occurrence of the alleged grievance to the supervisor. Within ten (10) working days after

the grievance is filed, the supervisor and the Union must schedule a meeting to attempt to resolve the grievance.

28.6 No employee(s) shall be warned or suffer suspension or discharge except for just cause.

28.7 The Employer agrees that a GPS tracking system will not be used as the sole basis for imposing discipline unless the employee has been previously counseled as a result of the GPS information on that issue within the last eight (8) months. In addition, information from the GPS tracking system will not be used as the sole basis for initiating a route check.

28.8 The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Employer may, after advanced written notice to the Union, 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. However, the Employer may not use any data collected through the use of technology or equipment installed pursuant to this section for any purpose related to driver monitoring or discipline, until after completion of good faith negotiations with the Union for no less than ninety (90) business days, which may be extended by mutual agreement. The ninety (90) business day period shall commence from the first scheduled meeting between the parties.

ARTICLE 29 – HELPERS

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

ARTICLE 30-DEREGULATION

30.1 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 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.

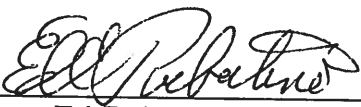
NEW ARTICLE 31-TRANSFER OF RIGHTS

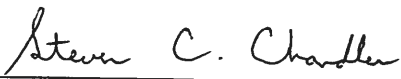
31.1 In the event the Employer is wholly or partially absorbed, purchased, merged or succeeded by a business having substantially common ownership with the Employer (e.g., 26% or more) all wages, vacation privileges, and other benefits under this Agreement shall continue and prevail. Length of Service shall continue and employees' jobs shall be preserved.

31.2 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.

ARTICLE 32- DURATION AND RENEWAL

32.1 This Agreement shall be in full force and effect from August 1, 2021, through July 31, 2027, 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 30th. 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

7-28-21
date

7/28/2021
date

MEMORANDUM OF UNDERSTANDING

Between

RUBATINO REFUSE CO., INC.

And

TEAMSTERS LOCAL UNION NO. 38

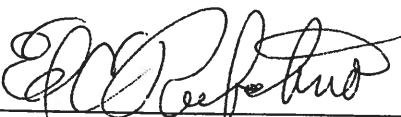
Rubatino Refuse Company, Inc. ("Employer") and Teamsters Local Union No. 38 ("Union") In consideration of the recently executed Collective Bargaining Agreement between the parties, hereby enter into the following understanding with regard to that Collective Bargaining Agreement:

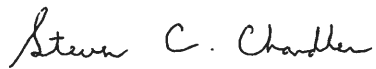
1. The parties agree that the Western Conference of Teamsters Pension Trust Information Bulletin #7A (December 2014) shall apply with regard to the maximum number of hours on which contributions are owed under Article 13 – Pension, and specifically applies to the vacation hours taken by employees during the course of a year.
2. The Employer and the Union further agree that section 11.3 of the Collective Bargaining Agreement shall read as follows:

11.3 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 (1st) one thousand forty (1,040) hours, eighty percent (80%) of scale the second (2nd) one thousand forty (1,040) hours, ninety percent (90%) of scale the third (3rd) one thousand forty (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 done 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 
Ed Rubatino, President
RUBATINO REFUSE REMOVAL, INC

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

7-28-21
date

7/28/2021
date

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