

**AGREEMENT BETWEEN
TEAMSTERS LOCAL 70
AND
WASTE MANAGEMENT**



**For the Period of
JULY 1, 2017-JUNE 30, 2022**

Table of Contents

ARTICLE 1	EMPLOYMENT OF UNION MEMBERS	8
Section 1.1	Recognition.....	8
Section 1.2	Union Security	8
ARTICLE 2	HIRING PROCEDURE.....	9
Section 2.1	Hiring Hall Standards	9
ARTICLE 3	SHOP STEWARDS	10
ARTICLE 4	PROTECTION OF RIGHTS	11
Section 4.1	Prohibition of Strikes and Lockouts	11
Section 4.2	Picket Line	11
ARTICLE 5	SENIORITY AND LAYOFFS	12
Section 5.1	Establishing Seniority	12
Section 5.2	Seniority Lists	12
Section 5.3	Application of Seniority	12
Section 5.4	Notice of Lay-Off	13
Section 5.5	Rules for Voluntary Layoff	13
Section 5.6	Rehire Procedure	13
Section 5.7	Filling All Positions	13
Section 5.8	Bidding:.....	14
Section 5.9	Job Seniority in Reassignment.....	16
Section 5.10	Route Disputes	17
Section 5.11	Temporary Vacancies:.....	17
Section 5.12	Casual Pool Employees	18
Section 5.13	Franchise Agreement	18
Section 5.14	Integrated Seniority	19
Section 5.15	Collection Route Structure	19
ARTICLE 6	MINIMUM DAILY RATES.....	21
Section 6.1	Classifications and Rates of Pay	21
Section 6.2	General Provisions Applicable to Wages	22
Section 6.3	Shift Premium.....	22
Section 6.4	Job Descriptions	22
Section 6.5	Hours of Work and Starting Times:	24
	(All Employees except Transfer Truck Drivers, Utility and Operators):.....	24
Section 6.6	Meal and Rest Breaks	25

Section 6.7	Starting Times, Shifts and Meal Periods for Transfer Truck Drivers, Operators, and Utility Employees:	26
Section 6.8	Inability To Report To Work (All Employees).....	28
Section 6.9	Overtime.....	28
Section 6.10	Special or Emergency Work.....	30
Section 6.11	Overtime.....	30
Section 6.12	Route Committee.....	30
ARTICLE 7	COST OF LIVING ADJUSTMENT	31
ARTICLE 8	WORK JURISDICTION.....	32
Section 8.1	Jurisdiction	32
Section 8.2	Work Premises	32
Section 8.3	Work Preservation	32
Section 8.4	Materials	32
Section 8.5	New Methods.....	33
Section 8.6	Geographical	33
Section 8.7	Restriction	33
Section 8.8	Exclusive Jurisdiction	33
ARTICLE 9	VACATIONS.....	33
Section 9.1	Vacations.....	33
Section 9.2	Pro-rated Vacations	34
Section 9.3	Payment	34
Section 9.4	Formula.....	34
Section 9.5	Usage Requirement.....	34
Section 9.6	Rescheduling	34
Section 9.7	Military Clause	35
Section 9.8	Posting.....	35
Section 9.9	Single Day Increments	35
Section 9.10	F.E.L. Provision	35
Section 9.11	Effect of Leaves on Vacation and Holidays	35
ARTICLE 10	HOLIDAYS	35
Section 10.1	Payment	36
Section 10.2	Designation Option	36
Section 10.3	Eligibility	36
ARTICLE 11	HEALTH AND WELFARE	37
Section 11.1	Plan	37
Section 11.2	Payment	37

Section 11.3	Posting Notice	37
Section 11.4	Eligibility	37
Section 11.5	Injury of Illness	37
Section 11.6	Maintenance of Benefits	38
Section 11.7	Extended Eligibility for Dependents upon Death	38
ARTICLE 12	PENSIONS	39
Section 12.1	Employer Contributions.....	39
Section 12.2	Payments During Period of Absences	40
Section 12.3	Definition of Regular Employee.....	41
Section 12.4	Delinquent Contributions	41
Section 12.5	Posting Notice	41
ARTICLE 13	HEALTH AND WELFARE, PENSION, PAYROLL AND DUES DELINQUENCIES.....	41
ARTICLE 14	GRIEVANCE PROCEDURE.....	42
Section 14.1	Conciliation.....	42
Section 14.2	Handling of Discharges or Suspensions.....	43
Section 14.3	Selection of an Arbitrator	45
Section 14.4	Limitations of Arbitrator's Authority	45
Section 14.5	The Compensation of the Arbitrator.....	45
Section 14.6	Agreement.....	45
ARTICLE 15	SICK/PERSONAL LEAVE.....	46
Section 15.1	Effective.....	46
Section 15.2	Anniversary	46
Section 15.3	New Hires	46
Section 15.4	P.T.O.	46
Section 15.5	Integration.....	46
Section 15.6	Payment	46
Section 15.7	Injury.....	46
Section 15.8	Bank.....	46
Section 15.9	Cash-Out.....	47
ARTICLE 16	ABSENCE AND TARDINESS PROGRAM	47
Section 16.1	Program	47
ARTICLE 17	LEAVE OF ABSENCE	48
Section 17.1	Approved Leave	48
Section 17.2	Effect on Vacation and Holidays.....	49
ARTICLE 18	TRANSITIONAL WORK PROGRAM	50
Section 18.1	Physician Designation	50

Section 18.2	Secondary Treater's	50
Section 18.3	Physician Designation Requirement	50
Section 18.4	Emergency	50
Section 18.5	AME or QME.....	51
Section 18.6	Medical Restrictions Compliance	51
Section 18.7	Bargaining Unit Work Restrictions	51
Section 18.8	Employer Code of Ethics	51
Section 18.9	Employee Disqualification	51
Section 18.10	Employee Refuses T2R	51
Section 18.11	Time Limits	52
ARTICLE 19	JURY DUTY AND COMPANY WITNESS.....	52
Section 19.1	Scheduling	52
Section 19.2	Payment	52
Section 19.3	Company Witness	52
ARTICLE 20	BEREAVEMENT LEAVE.....	52
ARTICLE 21	GENERAL PROVISIONS	52
Section 21.1	Equipment—Upkeep—Cleaning.....	52
Section 21.2	Time Clock	53
Section 21.3	Company Meetings	53
Section 21.4	Leasing and Independent Contractors	53
Section 21.5	Pay Period.....	53
Section 21.6	Money Receipt	54
Section 21.7	Maintenance of Sanitary Facilities	54
Section 21.8	Telephone Calls.....	54
Section 21.9	Inspection Privileges	54
Section 21.10	Physical Examination.....	54
Section 21.11	Bulletin Board	54
Section 21.12	Payroll Check Stubs.....	54
Section 21.13	Transportation.....	55
Section 21.14	Heavy Lifting	55
Section 21.15	Change of Address	55
Section 21.16	Profane Language	55
Section 21.17	GPS Evidence	55
Section 21.18	Missed Pick Ups.....	55
Section 21.19	Industrial Injury	56
ARTICLE 22	SAFETY REGULATIONS.....	56

Section 22.1	Requirements	56
Section 22.2	Purpose and Corrective Penalties	56
Section 22.3	Incidents	57
Section 22.4	Life Critical Rules	58
ARTICLE 23	COMMERCIAL DRIVER'S LICENSE	58
Section 23.1	License Requirements	58
ARTICLE 24	DISCRIMINATION	58
Section 24.1	Union Activities	58
Section 24.2	Non-Disabling Handicap	58
Section 24.3	Blacklisting.....	59
Section 24.4	Fair Employment	59
Section 24.5	Harassment	59
ARTICLE 25	MAINTENANCE OF STANDARDS.....	59
Section 25.1	Commitment	59
Section 25.2	Extra Contract Agreements	59
Section 25.3	New Equipment.....	60
ARTICLE 26	MANAGEMENT RIGHTS.....	60
ARTICLE 27	TRANSFER OF COMPANY TITLE OR INTEREST.....	60
Section 27.1	Obligations	60
Section 27.2	Liability	60
ARTICLE 28	DUES CHECK OFF.....	60
Section 28.1	Drive	61
ARTICLE 29	DRUG AND ALCOHOL TESTING	61
Section 29.1	Preamble	61
Section 29.2	Employees Who Must Be Tested.....	62
Section 29.3	Medical Review Officer.....	63
Section 29.4	Substance to Be Tested.....	64
Section 29.5	Types of Testing Required	65
Section 29.6	Random Testing	67
Section 29.7	Positive Test Results From Random Testing	67
Section 29.8	Rehabilitation and Testing After Returning to Duty.....	69
Section 29.9	Preparation for Urine Drug Testing.....	69
ARTICLE 30	GENERAL SAVINGS CLAUSE.....	72
Section 30.1	Unlawful Provision	72
Section 30.2	Legislation Regulation Affect.....	73
ARTICLE 31	TERM OF AGREEMENT	73

MEMORANDUM OF AGREEMENT	74
APPENDIX A — LIFE CRITICAL RULES	75
APPENDIX B - WAGE EQUALIZATION	77
APPENDIX C – WAGE/PENSION RATES	79
APPENDIX D - LETTER OF UNDERSTANDING: Civicorps Apprentice Program	82

**AGREEMENT BETWEEN
TEAMSTERS LOCAL 70
AND
WASTE MANAGEMENT OF ALAMEDA COUNTY**

PREAMBLE

THIS AGREEMENT, covering the period July 1, 2017 through June 30, 2022, by and between WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. and all divisions thereof; and applicable sub-companies thereof, party of the first part hereafter referred to as the "Employer" (except for such work as is excluded by law), and THE BROTHERHOOD OF THE TEAMSTERS LOCAL NO.70, hereinafter referred to as the "Union."

It is acknowledged that the Employer is a wholly-owned subsidiary of Waste Management, Inc., which in turn owns and/or controls other business operations within its corporate structure. In the event the business operations covered by this Agreement are assigned to any such affiliate, the appropriate name will be substituted as the "Employer," but the provisions of this Agreement shall continue to be applicable to the work covered by this Agreement. It is understood and agreed that this Collective Bargaining Agreement is applicable only to those operations and employees of the Employer which are covered hereunder and which are located within Alameda County, California.

The separate Recycling Agreement previously in effect between the Employer and the Union has been incorporated into this Agreement. The rights of the recycling employees and their employment terms and conditions shall be as defined in this Agreement.

ARTICLE 1 EMPLOYMENT OF UNION MEMBERS

Section 1.1 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

Section 1.2 Union Security

It shall be a condition of employment that any employee covered by this Agreement shall apply for union membership on or by the completion of his thirtieth (30th) day of employment. Such employee shall then be eligible for membership in the Union and shall maintain his membership in good standing as a condition of continued employment.

All employees covered by this Agreement must maintain their membership in the Union in good standing as a condition of continued employment. The Employer shall notify the Union of all new hires within one (1) week of the new employee's start date and the Employer shall discharge any employee covered by this Agreement within seven (7) days after receipt of written notice from

the Union that said employee has not become or remained a member in good standing. This section will be administered in a manner conforming to all legal requirements.

ARTICLE 2 HIRING PROCEDURE

Section 2.1 Hiring Hall Standards

Waste Management of Alameda County and the Union recognize the necessity of having available at all times a supply of competent employees with experience in the scavenger industry in the geographical area.

- A. There shall be a Pool of casuals established to cover absentees. This Pool shall consist of not more than 9% of the workforce excluding casuals. The purpose of the Casual Pool is to break in on garbage and recycling collection routes, and shall be used in filling unscheduled vacancies and/or vacation relief for residential recycling before notifying the Union or its Hiring Hall. The list of Pool casuals will be mutually agreed to between the Company and the Union.

Casual pool employees will be required to pay the current Hiring Hall fee for any month in which they work. The Union will provide signed authorizations for each employee in connection with Article 27.

Except in case of emergency, the Company shall advise the Union three (3) working days in advance of the name of any person that the Company intends to add to or delete from the casual pool list. Except upon objection by the Union for good cause shown, the Company shall be free to make such additions or depletions upon completion of the three (3) working day period.

- B. Whenever the Employer requires pool or regular workers, he shall notify the Union or its Hiring Hall, stating the location, the type of work to be performed and the number of workers required.
- C. The Union or its Hiring Hall will refer applicants to the Employer by written referral slip. Such referral shall be on a non-discriminatory basis and shall not be influenced or affected by considerations of union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of union policies or requirements. The Hiring Hall will comply with the following procedures in making such referrals.
- The Union or its Hiring Hall shall maintain a single list of applicants for jobs, which, shall be in the order of sign-ups.
 - Referrals shall be made in the order of sign-ups on the foregoing list.
 - The Union and its Hiring Hall shall have forty-eight (48) hours after notice from the Employer to nominate and refer applicants for pool or regular positions.

- The Employer shall not have the right to reject any applicant except for reasonable and non-discriminatory grounds, but the Employer can be made to justify his action.
 - If the Employer calls the Union or its Hiring Hall for a particular worker by name who has previously been employed by the Employer and such worker is available for employment, he shall be dispatched to the Employer regardless of his position on the list.
 - In the event that the Union or its Hiring Hall is unable to furnish applicants, the Employer shall then have the right to obtain employees from any other available source providing that such employees, prior to employment, must obtain a proper written referral from the Union.
- D. The foregoing procedures shall be exclusively followed in hiring. Violations of the above article shall afford the Brotherhood of Teamsters, Local 70, the right to take appropriate action under the grievance procedure or to take economic action, notwithstanding any other provisions in this Agreement.

ARTICLE 3 SHOP STEWARDS

The Employer recognizes the right of the Local Union to appoint or to elect job stewards and alternates from the Employer's seniority lists. The authority of job stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.
- B. Shall be authorized to check the dues books or cards of other employees and the referral slips of all new employees.
- C. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - Have been reduced to writing, or;
 - If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop

steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and the Employer, off the property or other than during his regular schedule without loss of time or pay.

In addition to the foregoing stewards and alternate, or Assistant Stewards, there shall be one Company-wide Chief Steward to be elected by the Union. He shall be called in on all grievances and/or disputes that are not settled or resolved by the regular Stewards; and if not resolved at that point, he will also be present with the appropriate Union Officials in the further resolving of the dispute or grievances and shall participate in all negotiations.

There shall be no form of discrimination or unfair treatment of any Shop Steward for upholding Union principles or conditions of this Agreement.

ARTICLE 4 PROTECTION OF RIGHTS

Section 4.1 Prohibition of Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement except as expressly permitted by Article 13 and Article 14, Section 3 of this Agreement. Nothing in this provision shall be interpreted or applied to affect or otherwise diminish the exercise of the rights provided in Article 4 of this Agreement. However, the Union shall not institute a strike or other work stoppage at a Company facility in Alameda County in support of a union or that union's position in the absence of a primary, sanctioned picket line arising out of the union's dispute with the Company.

Section 4.2 Picket Line

The parties recognize that the Employer is contractually obligated to collect and dispose of all garbage and other waste materials produced within the communities which it serves. The contractual obligations involve the public health and safety.

The parties also recognize the right of employees to decide for themselves whether to go through or work behind a picket line.

It is therefore agreed that it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of Union party to this Agreement, and including primary picket lines at the Employer's places of business that are sanctioned by Teamsters Joint Council No. 7.

ARTICLE 5 SENIORITY AND LAYOFFS

Section 5.1 Establishing Seniority

Seniority shall be attained following the third (3rd) calendar month after the completion of training, defined as when the employee performs work on route without a trainer. Training shall not exceed seven (7) weeks. Upon obtaining seniority, his seniority date shall be his first day of employment and the individual shall be considered a regular employee.

Section 5.2 Seniority Lists

The Employer shall maintain a Master Seniority List of all employees covered by this Agreement and such list shall be numbered in numerical order commencing with the most senior employee. Correct copies shall be posted at each division and mailed to the union annually at the start of each calendar year or upon request of the Union. Copies shall be delivered to the Union on an alternating basis, first an alphabetical list, and second a seniority order list, which includes name, address, telephone number, hire date, birth date and the last four (4) digits of the social security number.

Benefit entitlement of all employees for the purpose of vacation accruals under this Agreement shall be determined by the employee's original date of hire with the Employer.

Effective July 1, 1993, the seniority rosters of both the Oakland Scavenger Company "garbage collection" and "recycling" bargaining units were merged.

For purposes of exercising seniority on positions under this Agreement, employees hired or working under the Recycling Agreement prior to July 1, 1993 shall have an established date of July 1, 1993. Their original date of hire shall determine seniority rights of recycling employees in relation to other recycling employees.

Recycling employees with a seniority date of July 1, 1993 may not be displaced/ bumped by Solid Waste employees, likewise Solid Waste employees with seniority date prior July 1, 1993 may not be displaced/bumped by Recycling employees.

The merged garbage collection and Recycling seniority roster shall identify an employee's established bidding rights date as well as their seniority date.

Section 5.3 Application of Seniority

In the reduction of forces due on the slackness of work, the last employee hired shall be the first employee laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted. Seniority shall be considered broken by:

- A. Discharge for just cause;
- B. Resignation—any resignation under this Agreement must be made in the presence of a business agent or shop steward;
- C. Thirty-six (36) consecutive months of unemployment;

- D. Failure to report without just cause to a recall lay-off or unauthorized absence within three (3) days excluding Saturdays, Sundays and holidays. Authorized leaves of absence or temporary lay-offs shall not interrupt the continuity of seniority.

Section 5.4 Notice of Lay-Off

The Employer shall not layoff any seniority employees without proper justification and shall give one week prior notification of such lay-off to the Union. All seniority employees are to be given written notice and notice posted on a bulletin board of impending lay-offs, not later than one week prior to the effective date of the commencement of such lay-offs.

Section 5.5 Rules for Voluntary Layoff

During any periods during which seniority employees are on layoff full-time, seniority employees will be granted voluntary layoffs in one (1) week increments. The Union shall establish a system for distribution of voluntary layoff when the applicants exceed the number of weeks, available.

An employee requesting a voluntary layoff must make such request at least two (2) weeks in advance. Before a request can be granted, there must be a trained and qualified laid off employee who is available to work in place of the employee wishing to take a voluntary layoff. Any employee granted a voluntary layoff must be available for immediate recall if needed, provided he is not out of town. This provision for voluntary layoffs may be eliminated altogether if the Company demonstrates significant operational problems.

Section 5.6 Rehire Procedure

In the event of a lay-off, an employee so laid off shall be restored to duty according to seniority provided he reports to the call of the Employer which shall be communicated to the employee at his last known address (as filed with the Employer) by telephone and certified mail, and to the Local Union by telephone and certified mail, and reports for duty within seventy-two (72) hours exclusive of Saturdays, Sundays or holidays from the time of the dispatch of said call. The giving of said call shall fulfill the obligation of the Employer under the provisions of this Agreement. If at the time the employee is laid off he is notified in writing of the time and place to return to work the Employer need not make the telephone call or send the certified mail to the employee.

Laid off garbage employees shall be entitled to casual daily work before casual pool employees can be used. The Company will make work available by seniority and by telephone notification as soon as the need arises. They will be paid the rate provided for in Article 6, Section 1. All benefits for any classification worked by laid off garbage men will be at the higher garbage level. Laid off regular employees will also be used for scheduled absences. Laid off employees may elect to be on lay off, however, they will retain all seniority rights including bidding rights.

Section 5.7 Filling All Positions

Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial on the basis of seniority to qualify for such positions. During such trial period, the employee will be compensated at the highest classification actually worked.

Section 5.8 Bidding:

- A. **Bidding:** All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted at each barn on a mutually acceptable form for a period of five (5) working days by 8:00 a.m. Wednesday and concluded at 8:00 a.m. the following Tuesday (except in cases where Wednesday is a non-working Holiday and then the posting shall start at 8:00 a.m. Tuesday and conclude at 8:00 a.m. the following Tuesday). At the conclusion of the posting period, the Employer shall award the position to the qualified bidder with the greatest seniority. License requirements must be met prior to the conclusion of the bidding period. The position vacated by the successful bidder shall be posted in the same manner.
- B. **Bidding Procedure:** Bid forms are to be in triplicate form and must be filled out completely by the bidder. The bidder must place the white copy in the Companywide bid box and the pink copy in the Local Steward's box. The bidder may retain the yellow copy.

It is the responsibility of the bidder to obtain all information related to position(s) and rate(s) of pay for position(s) prior to bidding on the position(s).

A person may bid while on vacation. If the person is out of town on vacation, the person may bid by contacting the Chief Steward or responsible Company official or Local Steward to request that a bid be submitted for that person. To be effective this must be done prior to the collection of bids, and in the presence of the Chief Steward or Local Steward and a Company official.

Bidders who are off work due to illness or injury must provide a doctor's note within seven (7) days of the close of the bidding period that indicates the bidder will be released to full duty within 30 days' to be awarded the bid and provides the date of return. An employee awarded a bid under this provision must be released to full duty without restrictions and the Employer must possess results of any mandatory drug and alcohol testing requirements (if required for return) by the return date. Failure to comply with these requirements will result in the employee being reassigned to the pool.

Bid cancellation forms must be obtained from a manager, be signed by the employee, and placed in the bid box prior to the expiration of the bid.

The Chief Steward shall be responsible' for collecting all Company-wide bids from each location every Monday, and processing bids with the designated Company official to determine successful bidder(s). The designated Company official shall be responsible for posting all bid notices and awards on bulletin boards.

- C. **Determining Seniority in Tiebreaker Situations:** In the event of a tie in seniority between employees with seniority dates prior to June 30, 2003, bidding for the same position, the

tie shall be broken alphabetically by last name. In the event of a tie between employees with seniority dates of June 30, 2003, or later, bidding for the same position, the tie shall be broken by drawing lots. When bidding for the same position, the 1993 recycle employees shall use their original date of hire in relation to each other to determine the person with the greatest seniority.

- D. **Seniority in Assignment of Commercial Work in Drop Box/Roll- Off Work:** The parties are in agreement in principle that seniority rights should prevail in the assignment of commercial work in drop box/roll off work. The parties will negotiate appropriate rules and practices to implement this principle, recognizing that there are practical problems to resolve to ensure that the work will be handled efficiently. Negotiations for this purpose will, from time to time, be instituted upon thirty (30) days written notice from the Union. If mutually acceptable procedures are not in place within sixty (60) days after such negotiations begin, the matter shall be referred to Article 14, Grievance Procedure.
- E. **Drop Box Vacation Relief Drivers:** Drop box vacation relief drivers shall be obtained by Company-wide bid. Bid vacation relief drop box drivers' primary duties are to cover drop box vacation relief assignment and other vacancies; their own vacation selections shall be obtained from the drop box vacation choice list provided, however, any employees obtaining a bid position in drop box for vacation relief purposes shall under all circumstances be the first person relieved of that position in the event of reductions in drop box division.
- F. **Disqualifications:** The Employer will not disqualify an employee from holding down a higher paid classification except for just cause.
- G. The Employer will reject the bid of any employee who has successfully bid within the previous eight (8) month period, except when the Employer opens a new classification or operation, openings for premium jobs such as Drop Box and Transfer, or in changes of operations such as the 1996 Oakland changes, and in the application of Article 5, Section 8(1).
- H. There is no eight (8) month limitation or any limitation for the purpose of bidding into premium positions such as Transfer/Drop Box driving positions. However, there is an eight (8) month limitation for bidding from a premium position to any classification other than a premium position.
- I. The eight (8) month limitation in this Agreement shall be waived regarding changes in operation similar to the 1996 Oakland change. Application of seniority in these situations will be determined by the Union.
- J. **Incapacitated Driver or Helper:** Any employee who through no fault of his own is no longer able to perform his work with the company shall be permitted to bid pursuant to Article 5, Section 8 without completing the eight (8) month waiting period.

- K. Any employee displaced from his division shall have the first right of return to that division subject to the application of seniority among those affected employees. If a displaced employee bids to a permanent bid, he forfeits his right to return to the prior district.
- L. Employees holding down bid jobs or permanent assignments may relinquish their jobs, subject to mutual agreement between the Company and the Union, but in so doing will be placed in the workers' Pool, provided a vacancy exists.
- M. Casual Pool/Probationary Employee Bidding:
- Non-seniority employees are prohibited from bidding on Company-wide bids.
 - Company-wide bids with no successful bidders shall be re-posted waiving the eight (8) month limitation. In the event there is no successful bidder, the bid will be offered to probationary employees. All probationary employees shall be called together by the Company and the Union for an explanation of procedures and options available to them for such vacancies. In the event there are no probationary employees, the most junior casual pool employee will be assigned the bid.
 - Where two or more people have the same date of hire, seniority order will be determined by drawing lots. The seniority order that results from the drawing of lots shall determine the seniority order for all future competitive bidding.
 - For the purposes of acquiring seniority, when a probationary employee accepts a position offered to them pursuant Article 5, Section 8(m)(2) their effective seniority date shall be set as of the date he or she assumes that position. No person shall lose seniority because of delay. This shall not impact the probationary period set forth in Article 5, Section 1.
 - If a person accepts a position, he or she may not relinquish that position voluntarily for a period of eight (8) months. If he or she relinquishes the position, he or she will lose his or her advanced seniority.
 - When a bidder occupies the position, he or she will receive the full effective rate of pay.

Section 5.9 Job Seniority in Reassignment

Twenty (20) working days in a thirty (30) day period will establish seniority in a classification except for temporary or seasonal jobs, vacation relief, covering temporary leaves of absence, or covering absences in the Head Route Driver classification. Employees awarded a bid under this provision shall be paid at the higher rate of pay for their recently awarded bid as of the date they physically occupy the new bid and begin performing the work assigned the newly awarded bid. If an employee may be delayed by the Company in assuming a recently awarded bid for more than three (3) weeks, the Company shall notify the person awarded the bid, the Business Agent and Chief Steward.

An employee does not gain seniority in a classification except on a permanent bid.

Once an employee has established seniority in a classification and is reassigned to a lower paid classification, he shall continue to be compensated at the higher wage scale. However, when an employee at his own request is placed in a lower paid classification, he shall be paid at the rate of the lower classification. If the re-assignment is as a result of a layoff and through the displacement process the junior employee's final assignment is to work recycling, that employee may elect to be laid off. They will be paid the rate provided for in Article 6, Section 1. These reassignments wage applications do not apply to the everyday operation of the business. Regardless of which job the reassigned garbage employee works, he will maintain the higher garbage benefits.

Section 5.10 Route Disputes

Serious complaints pertaining to personal disputes or accusations of deliberate malingering and causing a hardship to fellow employees on any given route will be submitted to a grievance panel comprised of an equal number of Management and Union officials and attended by both the division shop steward and chief steward. Upon majority vote of the panel, an employee may be taken off his bid, relocated or placed in the "Pool."

Section 5.11 Temporary Vacancies:

- A. All temporary vacancies on garbage collection routes shall be covered by assignment from the pool within the division wherein the vacancy occurs. If no one accepts, it shall be assigned to the most junior qualified employee. Pool employees are expected to accept assigned work in conformity with their seniority.

Employees must complete their assignment to temporary vacancies unless they bid on to a permanent job.

When the temporary vacancy has been fulfilled, the employee shall be returned to the Pool in the Division from which he came. If another employee has been assigned to that Pool to fill his place, that person shall return to the Pool in the Division from which he came.

- B. Each division can establish one residential and one front-end loader commercial pool; however, 98th Avenue may combine East Oakland, West Oakland and Central Division into one residential pool and one front-end loader commercial pool.

Each person in the front-end loader commercial pool will be given primary responsibility to back up specific routes, and shall be assigned first to fill vacancies on those routes. If more than one back up route is available, the person may exercise his seniority to choose between routes. Otherwise vacancies shall be offered according to seniority. Backup drivers will work in the division residential pool if not needed for backup positions.

The existing pool bid positions at 98th Avenue shall be dovetailed.

- C. Employees not on bid jobs and covering various assignments will be recognized as "Pool" employees.
- D. Vacation relief vacancies will be awarded by seniority choice from among the "Pool" employees of the terminal or location wherein such vacancy occurs except for drop box drivers and front end loader drivers.
- E. Seniority will be adhered to in classification assignments within the "pool" in each division or terminal, subject to driver's license restrictions and availability. Choice of assignments from the pool will be made fifteen (15) minutes before the starting times as provided for in Article 6, Section 5(D) and employees arriving after that time will take any work that remains as they appear.
- F. Seniority will be adhered to in the reassignment of employees to other terminals provided they are qualified and have been provided appropriate training. Training, slots will be based on seniority.

Section 5.12 Casual Pool Employees

Casual Pool employees that gain seniority shall not be guaranteed five (5) days of employment a week but they shall be given employment preference over non-seniority casual pool employees.

- A. Casual pool employee will be assigned to work within one of the three (3) divisions: Livermore, 98th Avenue and Fremont.
 - After acquiring seniority, casual pool employees may move to an open casual pool position at another Division. Subsequent moves to another Division shall be limited to three (3) month intervals.
 - Assignments of casual pool employees within a Division will be by seniority for employees who have attained seniority.
- B. The entry level position shall be the casual pool.
- C. Casual Pool employees shall be paid and receive benefits as provided for in this Agreement. All seniority pool employees will be paid the rate provided for in Article 6, Section 1 for all paid time off, such as paid vacation and paid sick leave.

Section 5.13 Franchise Agreement

- A. In the event the Employer is awarded a franchise or contract by any government entity located within Alameda County for the performance of work that would be covered by this Agreement if performed by the Employer, said work shall be covered by this Agreement upon its acquisition by the Employer. If such work was performed immediately prior to the award by employees represented by the Union, the following shall be applicable:

- The Employer will accept and hire the workforce previously performing the work to the extent required, and in accordance with seniority.
 - Pre-existing seniority of said employees will be recognized by the Employer.
 - Seniority employees who are disadvantaged because of the franchise or contract award shall be for a period of thirty-six (36) months after the actual implementation date of such work shall be entitled to exercise their seniority to obtain higher paid, full time or bid positions.
 - The provisions stated above shall also be applicable to any franchises or contract awarded to any company affiliated with the Employer through common ownership and/or control at either the corporate or management level.
 - Provided such other employer has adopted this language at its first Collective Bargaining Agreement opening following ratification of this agreement.
- B. In the event the Employer or any City or other governmental entity with which the Employer has a franchise agreement exercises a right under the franchise agreement that affects or may affect the job security of employees covered by this agreement, or the terms and conditions of employment of such employees, the Employer shall promptly give written notice thereof to the Union. The Employer agrees to provide the Union with all relevant information relating to the issues between the Employer and the governmental entity involved. Nothing in the franchise agreement, however, or in any modification or amendment thereto shall diminish or excuse the obligations of the Employer under this Agreement.

The provisions and procedures stated in this Section shall also apply to any review proceeding instituted by a governmental entity under a franchise agreement inquiring into the performance of the Employer under the franchise agreement, and/or the quality of the Employer's work under such agreement.

Section 5.14 Integrated Seniority

In the event of the sale, transfer or merger of companies, one or both of which are parties to this Agreement, the employees of the company or companies party to this Agreement will establish seniority in the new operation by integration based upon the original date of hire recognized by the last Employer. Such integration is to apply where the company operations or terminals involved in the sale, transfer or merger are entirely within the territorial jurisdiction of one Local Union covered by this Agreement.

Section 5.15 Collection Route Structure

- A. Except when modified, as provided for in Article 5, Section 15c, the Employer will maintain the manning levels on existing garbage collection routes and supplement them when needed.

- B. Short Handed or Unmanned Trucks: Trucks/routes are not to be worked shorthanded. In the event a truck/route is short-handed or there is an open assignment, the existing practices shall apply. The parties will develop written guidance as soon as practicable after the signing of the Agreement. If a route truck is shorthanded, the driver in charge shall call the division office. The first two route trucks in that division to finish their routes shall be assigned to help the shorthanded truck, and they shall immediately go with their full crew to assist the shorthanded truck. The same two trucks (or workers) within a group and classification shall not be sent a second time until all other trucks (or workers) within that group and classification have had a turn helping shorthanded trucks. Any employee who fails to respond to such an assignment shall be subject to disciplinary action. No member of the crew shall be relieved of duty until the employee in charge has called in that his route has been completed. Employees who complete their bid and/or regular assignment and are then reassigned to perform any other available work, including short-handed or unmanned trucks, shall be paid the overtime rate for such work. Employees are required to proceed to their designated disposal site and reassignment shall begin as of the time the employee checks in at the disposal site or when otherwise directed to reassignment duties.

Mandatory Overtime: Residential and Commercial Drivers who complete their bid and/or regular assignment and are then forced reassignment more than once per week shall be paid at a premium of Two Times (2X) their rate for those second reassignment hours if forced more than once per week. This provision shall not apply to any reassignments (forced or otherwise) between Memorial Day and Labor Day each year.

- C. The Employer further agrees that he will not substantially increase the workload of any employee, substantially alter its operation, or cause a reduction forces without prior discussion with the employees who are directly affected and written notification to the Union, with reasons for' the manpower adjustment, and all pertinent information related to such change on an ongoing basis until the change is complete. Such notification shall be given at least thirty (30) days in advance of the anticipated change. Should the notification be of a reduction in a work crew on a given route which would necessitate a route restructure, the Union will designate a route restructure committee consisting of not more than six (6) employees. The committee will meet with company designees within seven (7) days to discuss the planned adjustments. Such meetings shall take place at the beginning of the shift or upon completion of the route. The company may there under implement any changes or adjustments within the stated time limits. The combined route restructure committee will also be utilized to correct any overly heavy routes. Should there be a disagreement on the route restructure including a claim of overly heavy routes such dispute may be grieved.
- D. The Employer shall not adjust the number of employees permanently assigned to a route as a result of bidding the "Head Route Driver" classification, without prior consultation and explanation to the affected employees and the Union, establishing reasonable justification for the manpower adjustment.

Such consultation and notification shall be at least thirty (30) days prior to the anticipated change. Replacements will be provided to cover all temporary absences so as not to cause temporary reductions in the number of employees on established garbage collection routes.

- E. Supplemental or special request work of more than four (4) cubic yards will be referred to the Employer and handled by job trucks. Violation of the above will not be permitted even if the violation is condoned by all employees, on the route.
- F. "Forgots"— The Company shall use its best efforts to ensure that no employee is needlessly required to pick up "forgots" or alleged "forgots" after the employee has left the area of his route, provided the employee has called in upon the completion of his route.

ARTICLE 6 MINIMUM DAILY RATES

Employees will be paid at the highest paid classification worked on that day.

Section 6.1 Classifications and Rates of Pay

Effective July 1, 2017, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire	\$36.49	\$54.74	\$291.92

Effective July 1, 2017 through June 30, 2022 wage rates- refer to Appendix C, page 77.

The following is applicable to all calculations referenced herein:

- A. Effective July 1, 2017, the Casual/New Hire rate shall be as follows:

0 months to end of probation period:	75% of the then current All Classification rate
Date probation ends:	80% of the then current All Classification rate
13 months after probation ends:	90% of the then current All Classification rate
25 months after probation and thereafter:	100% of the then current All Classification rate

- B. Existing Red Circled Head Route Drivers shall receive 6% above the All Classification rate.

C. From July 1, 2008, through July 1, 2011, all of the above charts are calculated at a CPI rate of 3.4%. If the consumer price index provided for in the agreement exceeds 3.4%, then the rates referenced herein shall be increased accordingly. Beginning July 1, 2012 through July 1, 2016,

the applicable CPI rate will be 2.7%. If the consumer price index provided for in the agreement exceeds 2.7%, then the rates referenced herein shall be increased accordingly. Beginning July 1, 2017 through July 1, 2021, the applicable CPI rate will be 2.7%. If the consumer price index provided for in the agreement exceeds 2.7%, then the rates referenced herein shall be increased accordingly. The percentage increase in the CPI each year shall be computed on the basis of the Percentage increase for the 12-month period between February of the prior year and February of the same year.

D. The Casual/New Hire rate does not apply once the employee begins his or her twenty-fifth month of employment after completion of probationary period.

Section 6.2 General Provisions Applicable to Wages

Employees will be paid at the highest paid classification worked on that day.

Any employee employed pursuant to the Garbage Agreement hired on or before the ratification date of the 1995 Extension Agreement shall be "red-circled" for the duration of his' employment with the Company in the hourly rate applicable to his classification prior to the 1995 Extension Agreement. This red-circled rate shall be the hourly rate applicable to his/her classification as subsequently increased pursuant to the hourly wage increases effective November 20, 1995, and thereafter and by the COLA adjustments described below.

Section 6.3 Shift Premium

Ten percent (10%) over the basic hourly wage rate shall be paid for all work performed by employees assigned to night shifts. For all intents and purposes, such premium shall apply to all periods of time paid for but not worked (for example: vacations, holidays, sick leave, jury duty, funeral leave) that would have occurred during an employee's period of night shift employment.

Section 6.4 Job Descriptions

- A. **Collection Route Driver**—Drives, loads and unloads semi-automated trucks on curbside residential routes.
- B. **Automated Trucks**—Drives, loads, and unloads automated curbside residential truck or garbage and recycling or green waste in combination on curbside residential collection routes.
- C. **Head Route Driver**—Shuttles garbage collection truck from house to house on multi-man route and collects garbage and refuse; responsible for truck and route; collects money on special jobs and transmits payment for regular services when offered by customers; supervises crew daily on route; drives truck to and from landfill or transfer station; and washes out inside of truck box.
- D. **Helper**—Collects garbage and refuse and shuttles truck from house to house.

- E. **Single-Man Truck Driver**—Drives drop box, front end loader, bin truck, cherry picker, or works as combination driver.
- F. **Driver**—Drives garbage, green waste or recycling truck on non-established route (e.g., job trucks, etc.); collects garbage and refuse and hauls to and from dump, transfer station, recycling depot, or other destinations.
- G. **Commercial/Industrial Recycle Driver**—Drives, loads and unloads recycle truck on assigned routes established for commercial and/or industrial recycling.
- H. **Multi-Family**—Drives, loads and unloads truck on collection routes consisting primarily, although not exclusively, of multi-family units.
- I. **Green Waste Driver**—Drives, loads and unloads truck on assigned collection routes established for collection of green waste/yard waste.
- J. **Curbside Residential Recycle Driver**—Drives, loads and unloads residential recycle truck on assigned routes established for curbside residential recycling.
- K. **Medical Waste Driver**—Drives, picks up and delivers, loads and unloads; medical waste products and shuttles medical waste products to disposal processing areas and/or plants.
- L. **Bin or Toter Delivery**—Drives, loads and unloads toters and/or bins, does incidental repair and maintenance as part of toter and/or bin service. A driver's day is complete when the deliveries and pickup are finished. Repair and maintenance are not to be imposed when a driver's daily work is complete.
- M. **Transfer Truck Driver**—Drives garbage, green waste or recycling truck between Transfer Station and Disposal or Recycling site and operates trucks in or related to Transfer Station as directed.
- N. **Semi Driver**—Drives tractor trailer, truck and trailer between Company facilities, landfills or other locations or as directed.
- O. **Hostler**—Moves trucks in Transfer Station or other site, or may be required on an emergency basis to drive garbage trucks between Transfer Station and Disposal or recycle site.
- P. **Operator**—Operates tractor, Barko Crane and Loaders used for cleaning the tipping floor pursuant to his bid. Works in Transfer Station and performs emergency work as required on the Davis Street Landfill.
- Q. **Utility "A"**—Primarily assigned to work inside the main Transfer Station building and

adjacent areas. Directs traffic at the site, does salvage and general maintenance of the site, operates power sweeper and other power equipment used for the purpose of cleaning (including use of loader to clean tipping floor.) Will be trained to operate as a temporary backup, equipment used by the operator.

- R. Utility "B"—Combination job of Utility "A" and Operator.
- S. Utility—General utility work. Drives power sweeper. Dumps bins at Transfer Station Site. Cleans loading bays and wash rack. General cleanup inside and outside Transfer Station Site. Relieves Utility "A."

Section 6.5

Hours of Work and Starting Times:

(All Employees except Transfer Truck Drivers, Utility and Operators):

- A. Eight (8) hours of work shall constitute the regular straight time working day. These hours shall be worked consecutively and shall include a paid meal period of not less than one-half (1/2) hour as set forth in Section 6 below. Regular employees working any part of a day shall receive a full day's pay. Such daily guarantee shall apply to any day worked including Saturdays, Sundays or Holidays.
- B. For all intents and purposes covered in this Agreement, the normal work week shall be Monday through Friday, and the Employer does so guarantee all regular employees five (5) days of employment exclusive of Saturdays, Sundays or holidays during each week of employment. Time paid for but not worked shall satisfy the five (5) day guarantee work week.

There shall be one Utility "B" employee: His work week shall be Thursday through Monday. The Utility "B" job is a combination Operator and Utility "A." On Saturday and Sunday he is an Operator. On Monday, Thursday, and Friday he is a Utility "A" employee. But his Operator duties take precedence over Utility "A." The rate of pay is Operator. If there is work on Saturday, Sunday or a holiday, employees will be assigned the same as the Monday through Friday schedule.

- C. Each employee's work day shall commence at the time he clocks in and begins work. Starting schedules for each shift shall be fixed by the Employer at 3:00 a.m., 3:30 a.m., 4:00 a.m., 4:30 a.m., 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., and 7:00 a.m. Second shift will be 11:00 a.m., 11:30 a.m., 12:00 p.m., 12:30 p.m., 1:00 p.m., 1:30 p.m. and 2:00 p.m., except that the Employer may start Drop Box Drivers at 4:00 p.m. to cover specials on Drop Box loads. Third shift starting time for Drop Box Drivers shall be 9:00 p.m. or such time as mutually agreed upon. A 10% premium shall be applicable to any night shift for Drop Box Drivers, and the number of such drivers shall be no more than 20% of the drivers

in this classification. The starting time for Cannery drivers shall be 5:00 a.m. for the day shift of eight (8) straight time hours and 5:00 p.m. for the night shift of eight straight time hours.

Upon thirty (30) days written notice by either party to the other, the starting times set forth in this Section may be reviewed and changed by mutual agreement.

The scheduled shift shall not be changed except upon at least seven (7) days' notice. No employee shall start at different hours during the same work week. No employee shall be permitted to start or perform work prior to this scheduled starting time.

- D. The starting time for employees who are regularly assigned to the pool will be consistent with their bid, which shall correspond with the starting time of the classification for which the pool is established unless they are directed to report to work at a different time because of an emergency situation without seven (7) days prior notice.
- E. All employees shall be allowed fifteen (15) minute rest periods as set forth in Section 6 below.
- F. Drivers with or without Helpers may take their meal and rest periods at any reasonable point to or from their route or between their route and an unloading site.

Section 6.6 Meal and Rest Breaks

The parties recognize and agree that meal and rest breaks are important to promote safety and a productive, rewarding work environment. At the same time, the Company and the Union recognize that employees' desire and require a certain degree of flexibility in scheduling, and that this level of flexibility also promotes safety and a productive, rewarding work environment.

Employees whose work assignment is more than five (5) hours in a day must take a paid thirty (30) minute meal period within the first five (5) hours of work. Employees whose work assignment is more than ten (10) hours per day must take a second thirty (30) minute paid meal period: Where a second meal period is required, it must be taken by the end of the tenth hour of work. Employees are relieved of all work duties during meal breaks.

An employee and the Employer may not agree to a waiver of any meal or rest periods except that an employee may request to waive his second meal period if (1) he has completed his work day after more than ten hours but fewer than twelve hours and (2) has not been required to work mandatory overtime. The employee may not leave work without taking the second meal period unless he records the waiver on whatever document workers are required to daily record their activities. An employee cannot waive his second meal period unless he has taken his first. If waived, the meal period is unpaid.

Employees shall be authorized, and must take, a paid rest period of at least fifteen (15) minutes for every four (4) hours worked or major fraction thereof. For example, where a work assignment takes more than ten (10) hours and up to twelve (12) hours, the employee will be entitled to three (3) fifteen (15) minute rest periods. The Employees are relieved of all work duties during rest periods. Rest periods should be taken in the middle of each work segment to the extent practical. An employee may not combine rest periods with his or her thirty minute meal break(s).

Because meal and rest periods are important in promoting safety and productivity, it is important that employees follow the meal and rest period policy. Any employee who believes that he or she will not be able to take a meal or rest period as required herein must notify their manager as soon as possible prior to the time the meal or rest period should begin so arrangements can be made for the employee to take the meal or rest period. Any complaint arising in connection with the application or interpretation of the meal and rest break provisions of the Agreement, including but not limited to statutory claims regarding alleged missed meal and rest periods, shall be subject to grievance and final and binding arbitration under Article 14 as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based on such claims.

Violations of the meal and rest period policy will subject an employee to discipline under the terms outlined in this Article.

Discipline for violation of the meal and rest period policy shall be on a rolling nine (9) month basis with occurrences being removed from an employees' record when they are nine (9) months old. This program shall not become part of any other disciplinary proceedings, but will be subject to Article 14 — Grievance Procedure. Discipline may be as follows:

At 3 occurrences — verbal warning

At 4 occurrences — written warning

At 5 occurrences — one-day suspension At 7 occurrences — discharge

All benefits shall continue during suspensions under this Article.

Section 6.7 Starting Times, Shifts and Meal Periods for Transfer Truck Drivers, Operators, and Utility Employees:

- A. Eight (8) hours of work shall constitute the regular straight time work day. These hours shall be worked consecutively and shall include a paid meal period of not less than one-half (1/2) hour and two fifteen (15) minute paid rest periods.
- B. For Altamont runs only, all rest periods and meal period for transfer truck drivers may at the Employee's option be taken at Davis Street Transfer Station, pursuant to past practice, where the employer shall provide proper facilities. The first rest period may be taken at the completion of first transfer loop. The half hour meal period may be taken at the completion of the second transfer loop, and the second rest period will be taken at the completion of the third transfer loop. No stops will be made other than those outlined

above except for what will be required at the Landfill for tipping of loads or in case of an emergency breakdown or for meal and rest breaks if the driver so chooses.

- C. Starting time for the day shift for each Transfer Truck, shall be fixed by Employer, at various time intervals between 3:30 a.m. and not later than 8:00 a.m. Transfer Truck Drivers will be assigned their starting time on the basis of seniority choice beginning with the earliest starting time on each shift. Starting time for the Second Shift shall be between 1:30 p.m. and 4:30 p.m. The Employer shall have the right to establish a night shift for Transfer Drivers upon sixty (60) days' notice upon a reasonable showing by the Employer that operational needs require the shift. A 10% premium shall be applicable to any night shift. The number of night shift Transfer Drivers shall be limited to the number which is necessary and appropriate to such operational needs. All employees not reporting to work due to illness or disability will be required to report to the Employer thirty (30) minutes prior to their starting time, in accordance with Article 6, Section 7, but not later than 5:00 a.m.
- D. Drivers whose work begins and/or ends at the Altamont Landfill, or any destination that requires the driver to pass the Altamont Landfill, may request in order of seniority and shall be granted his right to have his truck domiciled and to punch in and punch out at that location; provided, however, by mutual agreement the Employer may limit the number of drivers who are permitted to begin and end their shifts at the Altamont Landfill as operational needs shall reasonably require.
- E. Upon thirty (30) days written notice by either party to the other, the starting times set forth in this Section may be reviewed and changed by mutual agreement.

The scheduled shift shall not be changed except upon at least seven (7) days' notice. No employee shall start at different hours during the same work week. No employee shall be permitted to start or perform work prior to this scheduled starting time.

- F. Due to weekly and seasonal variation and the uncertainty in the volume of solid waste that will be delivered to the transfer station, the number of regular drivers that are needed to transport the material to the Landfill may vary. The Employer upon twelve (12) hours' notice and adhering to the seniority practices outlined in this agreement may either increase or decrease the number of qualified regular transfer truck drivers needed to transport the material to the Landfill.

If the number of regular transfer truck driver positions is decreased, those drivers with least seniority will report to the 98th Avenue Pool for work assignment at the Pool's starting time.

If the number of regular transfer truck driver positions is increased, the last driver to be relieved of his or her seniority position will be the first to be reassigned to a regular transfer truck driving position if such recall is within eighteen (18) months.

Section 6.8 Inability To Report To Work (All Employees)

- A. If an employee is unable to report to work he shall so report to the Employer by 5:00 a.m. or 30 minutes prior to his starting time (whichever is earlier), at the latest, or for swing or graveyard shift employees, at the latest 30 minutes before the start of the swing or graveyard shift. Employees who fail to report that they will be absent or who are tardy, shall be subject to the absence and tardiness program.

- B. **Reporting Late.** An employee who reports to work anytime up to one (1) hour after his regularly scheduled start time shall be put to work, but such employee's work day shall begin as of the time the employee clocks in. An employee who reports to work between one (1) and two (2) hours after his regularly scheduled start time may be sent home without pay unless the Employer is short of workers to perform the available bargaining unit work planned for that day. In the event the Employer is short workers, the late employee shall be put to work and his work day shall begin as of the time the employee clocks in. An employee who reports to work more than two (2) hours after his starting time shall be sent home without pay. An employee who is sent home for reporting late may not use any form of paid leave to cover the absence from work. The Absence and Tardiness Program, set forth in Article 16 of the Agreement, shall apply to any employee reporting late for work except that employees who notify the Employer at least fifteen (15) minutes prior to their regular start time that they will be late shall not be subject to Article 16 until after the third notification.

- C. Employees returning to work after absence due to illness or disability and who have a 5:30 a.m. or later starting time must report to the Company prior to 5:00 a.m. on the day of return. All others must call 30 minutes prior to their starting times on the day of return. If the employee has been off work due to disability, an unrestricted doctor's release for the work regularly performed by the employee must be provided to his manager before commencing work. Employees who are ill at the end of a vacation period must report as required above if they will not be able to return to work except when utilizing paid days off available to them in this agreement.

Section 6.9 Overtime

- A. Time and one-half (1-1/2) shall be paid for all work performed prior to regular starting time and after regular quitting time. Time and one-half (1-1/2) the normal daily rate shall be paid for all Saturdays and holidays worked. Regular employees working Saturdays or holidays shall receive such overtime pay over and above their normal weekly guarantee. Double (2) times the normal daily rate shall be paid for all Sundays worked. The Utility 'B' employee will be paid for the sixth (6th) day at time and one-half (1 1/2) and the seventh (7th) day at double (2) time.

Employees who complete their bid and/or regular assignment and are then reassigned to perform any other available work, including short-handed or unmanned trucks, shall be

paid the overtime rate for such work. Employees are required to proceed to their designated disposal site and reassignment shall begin as of the time the employee checks in at the disposal site or when otherwise directed to reassignment duties.

For Transfer Truck Drivers, a sign-up list will be posted by 10:30 a.m. for the fifth (5th) load and initialed by drivers wishing to work overtime by the start of the fourth (4th) load. The Company may cancel overtime scheduling before the fifth load starts for just cause.

- B. Weekend and Premium Day Rotation: Weekend and premium day overtime shall be performed by employees working the jobs wherein the overtime occurs. All other weekend and premium day overtime will be distributed within each division or terminal among all employees desiring to work such overtime in the manner outlined herein. The Employer shall post a current seniority list of all employees at each terminal or division, and employees desiring to work weekend and premium day overtime shall indicate by means of a check mark or initial on this list whether or not they desire to work such overtime. It will be the employee's responsibility to have the overtime list marked on the Friday of the week preceding the week in which such overtime might be available. Employees absent on the work day prior to the overtime day, regardless of the reason, shall not be eligible to work that day and shall be subject to qualification and license restrictions. Seniority rotation of overtime shall be set up for the distribution of overtime days in the following classifications.

At all times overtime wheels will be organized according to seniority.

- Special weekend routes and job trucks on overtime days will be distributed among the collection route employees and pool employees. In the above classification, there will be a Head driver for each truck of two (2) or more men.
- Drop Box Drivers' overtime days will be equally distributed among all the drop box drivers of a division that desire such overtime.
- Front-end Loaders—For each "Front-end Loader" driver within a division, there shall be bid, within that division, a "Front-end Loader" backup driver who shall be located in the division's worker's "Pool." This backup driver shall cover periods of absence and shall be included in the rotation of overtime days with the "Front-end Loader" drivers.
- Paperstock Trucks, Semi-Trucks and Six-Day Routes will cover their own overtime work.
- For special weekend work which cannot be filled within the Division where the work occurs, there will be a Company-wide bid of members in each Division for helpers and drivers, and work will be assigned equally among all Divisions.
- Transfer Truck Drivers will rotate their own overtime work. A sign-up list for weekend work shall be posted by noon Wednesday and must be initialed by the end of the fourth (4th) load Thursday. The Company may cancel weekend overtime scheduling up to the start of the fourth (4th) load Friday for just cause.

- Operators and Utility "A" employees will rotate their own overtime work, respectively.

No employee may be placed on more than one overtime rotation list unless the parties mutually agree. However, an employee on vacation relief assignment will be entitled to work the weekend or premium day overtime of the employee he is replacing, but may not participate in his original rotation list until his return.

Employees who sign the premium day rotation list and thereafter fail to report for duty will lose their next rotation opportunity.

Section 6.10 Special or Emergency Work

Employees called to report to work to perform special jobs on an unscheduled or emergency basis at overtime or premium rates will be paid for not less than four (4) hours of work.

Section 6.11 Overtime

Overtime for garbage collection routes (except automated or semi-automated routes utilizing carts) will be on a voluntary basis, except as provided in Article 5, Section 15(B) or in the event of breakdowns, natural disasters, inclement weather, or unusual delays on the route.

The Company recognizes that eight (8) hours constitutes a normal working day.

For other routes than the above, the Company will consider and attempt to adjust the routes of those employees who are not desirous of overtime in favor of those drivers who are.

Section 6.12 Route Committee

The parties agree to modify the portion of Article 6, Section 4-9 11(B) referring to "automated or semi-automated routes utilizing carts" and Curbside Residential Recycling routes. It is the intent of the Company to structure such routes so that they may be completed within eight (8) hours under normal working conditions when performed by a trained and experienced employee working at a normal pace.

In the event a dispute arises with respect to whether a route is so structured, the dispute shall be submitted to a committee comprised of two individuals selected by the Union and two individuals selected by the Company. The committee shall investigate the controversy, and shall have authority to make a final and binding determination by majority vote. If a committee decision is not reached within thirty (30) days, either party shall have the right to refer the dispute for resolution under the grievance procedure of the agreement. In the event of a determination reached in the grievance procedure that the route is not structured in accordance with the foregoing, or within 90 days after reference of the question to the grievance procedure, whichever comes first, the employee may refuse to work overtime on such route without being subject to discipline if the route is not modified.

This section shall not be applicable to existing work that was obtained by competitive bid on or before July 1, 2001 for the duration of those City contracts, or to Port-O-Let and WMI Services.

Based on mutual agreement this section may be modified to the extent necessary to obtain future competitive bids.

ARTICLE 7 COST OF LIVING ADJUSTMENT

A cost of living allowance shall be granted beginning on July 1, 2017, and July 1 of each year thereafter during the term of this agreement and any extension thereof, in accordance Article 6, Section 1 and the following:

- A. The amount of the cost of living allowance shall be determined on the basis of the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose Metropolitan Area (All urban consumers, 1982-1984 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor, and referred to herein as the "Index." CPI measured from February to February.
- B. The percentage increase in the Index cited above shall be applied to the total of each individual's classification straight time hourly wage rate among full-time seniority employees, in the year in which the increase allowance is to be given. From July 1, 2008 through July 1, 2011, for all classifications, unless otherwise specified, in no case shall the annual cost of living percentage increase be less than three point four percent (3.4%). From July 1, 2008 through July 1, 2011, in no event shall such annual percentage increase to be paid be less than three point four percent (3.4%) or more than twelve percent (12%). From July 1, 2012 through July 1, 2016, for all classifications, unless otherwise specified, in no case shall the annual cost of living percentage increase be less than two point seven percent (2.7%). From July 1, 2012 through July 1, 2016, in no event shall such annual percentage increase to be paid be less than two point seven percent (2.7%) or more than twelve percent (12%). From July 1, 2017 through July 1, 2021, in no event shall such annual percentage increase to be paid be less than two point seven percent (2.7%) or more than twelve percent (12%).
- C. In the event that the Index ceases to be published and there is no successor thereto, the Union and the Employer shall agree upon and implement a comparable formula to be substituted for the Index. If the parties reach a deadlock in such negotiations the issue shall be subject to Article 14 (Grievance Procedure).
- D. In the event the Employer for any reason opens its franchise agreement with any district or municipality covered by this agreement for negotiation of an increase in service rates or otherwise to increase the Employer's compensation for the services it performs, the Union shall have the right, upon written notice to the Employer, to open this agreement to negotiate changes in its economic provisions. It is the intent of this provision that such economic provision will be increased correspondingly to provide bargaining unit employees with their fair and appropriate share of the Employer's increased revenue. If the parties are unable to agree upon such economic increases within sixty (60) days after

the increase authorized by the change in the franchise agreement either party shall have the right to take economic action in support of its position.

ARTICLE 8 WORK JURISDICTION

Section 8.1 Jurisdiction

Only persons working under the jurisdiction of this Agreement shall:

- A. Drive trucks, trailers, vans or other vehicles used to perform the work within the geographical coverage of this Agreement

- B. Load and unload and carry load to and from vehicles in (a) above.

Section 8.2 Work Premises

The following work at yards, transfer stations, recycling facilities, landfills, extension of the pit, or any other property where the Employer performs work within the Union's jurisdiction shall be performed only by employees working under the jurisdiction of this Agreement.

- A. Handling and/or processing of recyclable materials, including wood and fiber materials;
- B. Operation of all equipment involved in moving and or processing recyclable materials.

Exceptions: The above description of work jurisdiction does not include manual sorting of recyclable materials other than green waste, or the operation of a machine directly involved in the production process relating to hand sorting work, or the operation of earth moving equipment directly used in land-filling cover.

Section 8.3 Work Preservation

Bargaining unit work shall include all job assignments hereafter performed by employees covered by this Agreement, and such additional work assignments as are heretofore assigned to such employees. Bargaining Unit work as defined in this Article shall be performed only by bargaining unit employees covered by the Agreement, and shall not be subcontracted or otherwise performed by any other person, including non-unit employees of the Employer or any other employer with which the Employer is affiliated through common ownership and/or control either at the corporate or management level. Bargaining unit work shall also include any additional work hereafter assigned to the bargaining unit not now performed by bargaining unit employees. With respect to any such newly acquired work (for example, without limitation, non-franchise work, new geographical areas, hazardous material handling, transportation and disposal, or environmental cleanup) the parties shall negotiate the terms and conditions of employment, including wages that shall be made applicable.

Section 8.4 Materials

Recyclable materials originating in Alameda County as well as originating outside Alameda County but brought into Alameda County by bargaining unit employees shall be taken to facilities operated by the Employer for handling and processing. All outbound material, whether raw, sorted processed or in the form of a finished product shall be hauled by drivers working under this Agreement. Exceptions to this requirement may be permitted with respect to loads for customers who dictate the hauling arrangements or other situations where the Employer does

not control the designation of the hauler, and then only upon written letters of understanding executed by both parties.

Section 8.5 New Methods

In the event of the introduction of any new or changed method of refuse disposal or collection that impacts the working conditions of bargaining unit employees, including changes that require special training, either party may reopen this Agreement on thirty (30) days written notice and request re-negotiation of matters dealing with work jurisdiction, wages, and hours of work. Upon failure of the parties to agree on such renegotiations either party shall be permitted all lawful economic and/or legal recourse to support their request for revisions.

Section 8.6 Geographical

Any work in Alameda County may only be performed by employees and trucks domiciled in Alameda County.

Section 8.7 Restriction

No employees working under this Agreement will be required to do maintenance or mechanical work, repairs on trucks or tire changing.

Section 8.8 Exclusive Jurisdiction

Green waste handling and processing at Davis Street Transfer Station and the future transfer station servicing the Tri-Cities shall be the exclusive jurisdiction of Teamsters Local 70; excluding sorting and manual processing, and excluding on-site processing for the purpose of landfill cover at Tri-Cities or the Altamont.

ARTICLE 9 VACATIONS

Section 9.1 Vacations

- A. Employees with one (1) year and less than five (5) years of service with the Employer shall receive two (2) weeks of vacation with pay each year.

Employees with five (5) years and less than ten (10) years of service shall receive three (3) weeks of vacation with pay each year.

Any employee who has ten (10) years of service or more, regardless of his anniversary date shall receive four (4) weeks' vacation with pay each year.

Employees with fifteen (15) or more years of service with the Employer shall be allowed five (5) weeks of vacation with pay.

Employees with twenty (20) or more years of service with the Employer shall be allowed six (6) weeks of vacation with pay.

These changes to take effect in 2018.

- B. Vacation pay shall be computed at ten percent (10%) over and above the employee's normal rate of pay. His normal rate of pay shall be that of his permanent assignment immediately prior to his vacation period.

Section 9.2 Pro-rated Vacations

- A. Any employee who dies, is laid off, terminated or otherwise severs his employment with his Employer for any reason prior to the completion of his vacation year will be paid for all earned vacation. Pro-rated earned vacation to be computed proportionate to what he is entitled to by virtue of his years of service.

- B. Seniority shall be considered in choice of vacation periods within each facility or division of the Employer.

Section 9.3 Payment

All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation. Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week, except as provided in Section 9.

Section 9.4 Formula

Vacation periods are not to be arbitrarily assigned to any employees and the period will be from January to December. The formula for how many employees to be permitted to take vacation per week will be limited to the seniority list by classification of each facility or division. The total amount of accrued vacation weeks, per list, will be divided by fifty-two (52) weeks and rounded off to the next highest whole number and that number will be the amount of employees allowed to take vacation per week. There will be no change in the way employees are presently grouped for vacation scheduling purposes.

Only if requested by a substantial number of employees and thereafter voted upon and approved, the vacation selection process agreed to in the 1994 negotiations and withdrawn by the Union will be effectuated if ratified by the employees and would be implemented at the next vacation selection.

Section 9.5 Usage Requirement

It is agreed by both parties to this Agreement that each employee must take his accrued vacation each year and that no arrangement to work for additional compensation during his earned vacation will be allowed, except where mutually agreed upon by the Employer and the Union.

Section 9.6 Rescheduling

The Employer and an employee may agree on a change in the vacation period of such employee after the vacation schedule has been posted, provided it does not affect the vacation period of any other employee on the vacation schedule based upon seniority. In the event a bid vacation

week becomes available for any reason, another employee may exercise his seniority to fill that week.

Section 9.7 Military Clause

Any employee called into the military service shall be paid for pro-rated vacation earned.

Section 9.8 Posting

Vacation list shall be posted not later than January 1st of each year. Vacation shall not be postponed and made accumulative from year to year.

Section 9.9 Single Day Increments

Employees eligible for three (3) or more weeks of vacation can elect to take one (1) week of vacation in increments of at least one (1) full day (eight (8) hours). This option has to be made at time of vacation selection. The rules regarding the use of these days will be the same as floating holidays. If an employee does not use these vacation days by the end of January, they will be cashed out.

Section 9.10 F.E.L. Provision

Front-End Loader Drivers and their backups in each division shall have their own vacation list.

Section 9.11 Effect of Leaves on Vacation and Holidays

Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

All regular employees off due to an on-the-job injury shall accumulate vacation rights, uninterrupted for a period of one (1) year and any holiday pay during the month the regular employee was off due to an on-the-job injury.

All regular employees off due to an illness or off-the-job injury shall accumulate vacation rights, uninterrupted for a period of one (1) year and any holiday pay during the month the regular employee was off due to an illness or off-the-job injury.

ARTICLE 10 HOLIDAYS

The following days have been agreed upon as paid holidays:

New Years Day

Labor Day

President's Day

Columbus Day

Martin Luther King Day

Thanksgiving Day

Memorial Day

Christmas Day

Fourth of July
Employee's Birthday

The employee shall have the option of taking a day off with pay on the Monday or Friday of the week in which his birthday occurs in lieu of a day off on his birthday.

The employee must exercise his option at least one week before the commencement of the week in which the birthday falls. If exercise of the option would unreasonably interfere with the Employer's operations, the employees who are to make the change will be determined by seniority.

Each employee who has at least one (1) year of seniority shall be eligible to observe a paid floating holiday. At least one (1) week before the commencement of the week, in which the holiday is to be observed, the employee shall notify the Employer of his selection. If observance on the day selected would unreasonably interfere with the Employer's operations, the employees who are to observe the day will be determined by seniority.

If an employee makes his floating holiday/vacation day selection at least thirty (30) days in advance, he will not be guaranteed that holiday/vacation day until fourteen (14) days in advance based upon seniority

One paid floating holiday may be taken by each eligible employee during each twelve month period.

Section 10.1 Payment

An employee qualifying for holiday pay shall receive one (1) days straight time pay over and above the weekly guarantee except when a holiday should fall during the course of a normal work week. Except for drop box, the employee shall work on that holiday and he shall receive a day's pay at the time and one-half (1 1/2) rate in addition to his holiday pay. New Year Day, Thanksgiving Day and Christmas Day, when occurring during the course of the normal work week, shall be worked on Saturday, for regular five (5) day routes, including support operations but excluding drop box. Employees who call in sick on this mandatory Saturday or holiday falling during the normal work week will be charged a sick day, which shall be paid for at the employee's straight-time rate.

Section 10.2 Designation Option

If one of the above-mentioned holidays falls on a Sunday, it shall be recognized as falling on the following Monday.

Holidays falling on Saturday shall be recognized as Saturday and shall be paid for at the straight-time rate if no work is pertained.

Section 10.3 Eligibility

To be eligible for holiday pay, employees must have established seniority prior to the holiday. Probationary employees shall be entitled to holiday pay upon attainment of seniority, retroactive to their seniority date.

Any seniority employee, who works, is on vacation or on paid sick leave during a calendar month shall be entitled to holiday pay for that month.

Employee on extended regular leaves of absence during an entire calendar month shall be ineligible for holiday pay for that month.

ARTICLE 11 HEALTH AND WELFARE

Section 11.1 Plan

The Employer, subject to this Agreement, shall pay into East Bay Drayage Drivers Security Fund the amount necessary to maintain all the benefits (Health and Welfare, including Major Medical, Dental, Pharmaceutical, Vision Care, Group Life Insurance, Retiree Benefits, Wage Continuation, etc.) in effect January 1, 2001, at a cost to be determined actuarially by the Trust Fund. Maintenance of Benefits shall be in accordance with the provisions outlined below.

The Employer shall execute a subscriber agreement required of all participating employers and thereby bind itself under the Trust Agreement of the designated fund subject to the terms hereof.

The Health and Welfare Plan shall be identified as PLAN 1980.

Section 11.2 Payment

Such payments shall be made in addition to all wages and other compensation provided for in this Agreement and such payments shall be made without any deduction for any purpose whatsoever. Such payments shall be due on the first day of the calendar month and shall be paid not later than the tenth (10th) day of the same month.

Section 11.3 Posting Notice

The Employer shall post on the employees' bulletin board a duplicate copy of the reporting form sent to the Administrator's Office, of payment made to the Health and Welfare Fund on behalf of the employees at the time payments are made. Such copies shall be supplied by the Administrative Office.

Section 11.4 Eligibility

An employee is eligible for coverage during the current month upon completion of ten (10) days of employment in the previous calendar month. For all purposes under this section, time paid for but not worked, such as vacation, sick leave, holiday and funeral pay, etc. shall be computed as time worked.

Section 11.5 Injury of Illness

If a seniority employee is absent because of an on-the-job injury, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

If a seniority employee is absent because of an illness or off-the-job injury, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

Employees on leave shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy, if he or she so desires, or request discontinuance of his or her Health and Welfare before the leave is approved by both the Employer and the Union.

Section 11.6 Maintenance of Benefits

The Employer shall maintain the benefits herein described in accordance with the following guidelines:

- A. The Employer shall make regular contributions to maintain the costs of Health and Welfare Plan 1980.
- B. The Employer shall pay such increase in contribution as may be established from time to time by the Trustees in order to maintain Plan 1980 in effect during the term of this Agreement.
- C. Nothing in this Article of the Agreement shall prevent the parties from terminating the Health and Welfare plans herein provided for, and selecting a comparable, although not identical Health and Welfare program, subject to membership ratification.

Section 11.7 Extended Eligibility for Dependents upon Death

In the event of the death of a seniority employee who, at the time of death, had any dependents covered by Plan 1980, the Employer shall continue to pay the required contributions as follows:

- If the employee's death occurs during work hours, contributions shall be paid for twelve (12) months;
- If the employee's death does not occur during work hours, contributions shall be paid for six (6) months;
- If the employee's death occurs while the employee is absent from work due to injury or illness pursuant to Section 11.5 of Article 11, the employer contributions shall be continued through the balance of applicable period of leave. Therefore, (1) if the employee was absent because of an on-the-job injury, employer contributions shall continue after death for the remaining balance of twelve (12) months of leave; and (2) if

the employee was absent because of an illness or off the job injury, employer contributions shall continue after death for the remaining balance of six (6) months of leave.

ARTICLE 12 PENSIONS

Section 12.1 Employer Contributions

The Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust fund, the applicable sum as listed below for each employee covered by this Agreement who is on the payroll of the Employer at any time during such week:

Effective July 1, 2017 — \$11.63 per hour\$465.20 weekly

Effective July 1, 2017, the Company's contribution to the Fund on behalf of employees shall increase \$0.38, to \$11.63 per hour. On July 1st of each successive contract year during the term of the agreement, annual increases in Company contributions to the Fund shall be determined on the basis of the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose Metropolitan Area (All urban consumers, 1982-1984 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor, and referred to herein as the "Index," but in no event less than a total of three point four percent (3.4%). The percentage increase in the CPI each year shall be computed on the basis of the percentage increase for the 12-month period between February of the prior year and February of the same year.

Effective Date	Contribution Increase	Minimum Contribution/Hour *	Minimum Weekly Contribution
07/01/2017	\$.38	\$11.63 per hour (\$10.92 Basic + \$0.71 PEER/84)	\$465.20 weekly
07/01/2018	CPI but no less than 3.4%		
07/01/2019	CPI but no less than 3.4%		
07/01/2020	CPI but no less than 3.4%		
07/01/2021	CPI but no less than 3.4%		

Effective July 1, 2017 through June 30, 2022 pension rates –refer to Appendix C, page 77.

* The chart above is based on the assumption that the annual CPI is three point four percent (3.4%) or less each year. In the event the CPI exceeds three point four percent (3.4%) in any year of this contract, then the pension contribution increase will be calculated using that CPI amount. Thus, the chart above shows only the guaranteed minimum increase each year.

In the event that the Index ceases to be published and there is no successor thereto, the Union and the Employer shall agree upon and implement a comparable formula to be substituted for the Index. If the parties reach a deadlock in such negotiations the issue shall be subject to Article 14 (Grievance Procedure).

In addition, the Union may, at its discretion, but subject to member ratification, divert wages for the purpose of increasing pension contributions.

Contribution shall be made for all employees from the first compensable hour of employment. The Employer agrees to remit these monies to the appropriate area Administrative Office by the date designated by that office, and monies received after that date shall be considered delinquent.

There shall be no other pension fund under this Agreement or Agreements supplemental hereto, with the exception of the Supplemental Income 401(k) Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 401(k) for certain tax exempt, employee contributory plans. The Employer's obligations to the Supplemental Income 401(k) Plan are limited to the timely execution of the Plan's Subscriber Agreement and the timely payment of that portion of their wages that employees elect to pay into the Plan.

Rule of "84": Effective October 1, 1991, the contribution to the Western Conference of Teamsters Pension Trust Fund was increased by thirteen cents (.13) per hour to provide the Program for Enhanced Early Retirement (PEER). This increase was added to the contribution rate in effect at that time and paid in accordance with Article 12 of the 1989-1993 Labor Agreement. Effective July 1, 2001, the total contributions to the Western Conference of Teamsters Pension Trust Fund will be \$5.34 per hour, which shall include thirty-five cents (.35) per hour to provide for the Program for Enhanced Early Retirement and will not be taken into consideration for benefit accrual purposes under the Plan. In any future increases, the additional contribution for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Effective July 1, 2017, the total contributions to the Western Conference of Teamsters Pension Trust Fund will be \$11.63 per hour, which shall include thirty-five cents (.71) per hour to provide for the Program for Enhanced Early Retirement and will not be taken into consideration for benefit accrual purposes under the Plan. In any future increases, the additional contribution for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 12.2 Payments During Period of Absences

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of twelve (12) months after contribution for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns

to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 12.3 Definition of Regular Employee

A regular employee, for purposes of this Article only, shall be any employee on the regular seniority list. From the effective date of this contract going forward if a regular employee works thirteen or more days within a calendar month, the required pension contribution will be the amount applicable to a months' work. From the effective date of this contract going forward, if a regular employee works any part of a week but less than thirteen days, the required pension contribution will be the applicable weekly minimum set forth above for the week(s) in which the employee worked. Time paid for but not worked (for example: holiday, vacation pay, paid sick leave, funeral leave, jury duty, etc.) shall be counted as days worked for the purpose of this section.

Section 12.4 Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference or Trustees. Employers who are delinquent must also pay all attorney fees and cost of collection.

Section 12.5 Posting Notice

The Employer shall post on employee's bulletin board a duplicate copy of reporting form sent to the Administrator's Office of payments made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

ARTICLE 13 HEALTH AND WELFARE, PENSION, PAYROLL AND DUES DELINQUENCIES

Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, required to be paid under this Agreement or any supplement hereto, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Union has given five (5) days' written notice, excluding Saturday, Sundays and holidays, to the Employer of such delinquency in payment, the employees or the Union shall have the right to take any legal or economic action they see fit against such Employer to collect such delinquent amounts. Whether or not such action is taken, the Employer shall be liable to the employees for any and all benefits under any health and welfare plan which the employee would have received if the Employer had not been delinquent in the payment of such contributions. The employee shall have the right to bring legal action to obtain payment of such benefits. In any such action, the Employer shall pay the court costs and a reasonable attorney's fee. The parties further agree that in the event the Employer fails to make payroll and/or submit union dues for the bargaining unit,

the Union may, within five (5) days' written notice as described above, take any legal or economic action they see fit against the Employer to collect such delinquent amounts.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1 Conciliation

A grievance by any employee, the Union or the Company, shall be limited to any controversy, complaint or misunderstanding arising as to the interpretation or observance of any of the provisions of this Agreement.

Except as outlined in Section 2(b), all grievances, money claims and disputes must be reduced to writing within forty-five (45) days of the occurrence of the matter upon which the grievance, claim or dispute is based, or within forty-five (45) days of the date on which the grieving party had knowledge, or should have had knowledge by the exercise of reasonable diligence, of the occurrence giving rise to the grievance, claim or dispute.

The grievance procedure is intended to be the primary forum for resolutions of any grievance, money claim or dispute arguably covered by the collective bargaining agreement, and the exclusive forum to the fullest extent permitted by law. Either party to the Agreement may request the grievance panel to decide any question of contract interpretation or practice in connection with litigation or administrative proceedings to which the Company or the Union is a party, whether or not the other party to those proceedings is also a party to this Agreement, and such interpretation shall be as effective for the purpose of those proceedings as if the interpretation were written into the body of the Agreement.

The employee may discuss any grievance with his Shop Steward, Chief Steward and Supervisor. If a settlement cannot be reached, the Business Agent of the Union and the Chief Steward and the Employer shall discuss said grievance. If it is not resolved at this point, it shall be reduced to writing and submitted to a formal grievance panel comprised of two (2) representatives of the Union, other than the Business Agent of the Terminal and two (2) representatives of the Employer, other than the representative presenting the case. Grievances filed before the tenth (10th) of the month must be heard at that same month's grievance panel. Grievances filed on or after the tenth (10th) of the month may be heard at that same month's grievance panel or referred to the grievance panel scheduled for the following month. This grievance panel shall convene monthly at 1:00 p.m. on the last Tuesday of the month.

Grievances that remain unresolved or deadlocked by the two (2) and two (2) grievance panel must be submitted within 36 days to a grievance panel which shall include two (2) representatives from the Union and one (1) selected by the Union, who is not an official of Teamsters Local No. 70 and two (2) representatives of the Employer and a third person to be selected by the Employer. This 3+3 Panel shall automatically be scheduled at 9:00 a.m. on the last Tuesday of the following month's 2+2 Panel.

Grievances that are not filed and processed within the above time limits shall be forfeited and not be given further consideration, except disciplinary cases which have been timely filed shall automatically move to the next step as provided for in this Article.

The time limits provided for herein may be waived by mutual agreement.

For deadlocked disputes under this section, the selection of the arbitrator for a decision shall be made by the parties within a reasonable period of time not to exceed thirty (30) days after the deadlock. The method of selection of the arbitrator shall be as provided in Section 3. In the event a discharge or suspension grievance is deadlocked, either party may refer the matter to an arbitrator as provided for in Article 14, Section 3 of this Agreement.

The grievance panel shall have the power to make reasonable rules for the conduct of the hearing and for other procedural matters, and it shall have the power to retain continuing jurisdiction over grievances, including jurisdiction that extends beyond the term of the present agreement. If jurisdiction is retained, each party may make substitutions for any of its representatives who for any reason are unable or unwilling to continue to so serve. Upon the request of either party, the grievance panel may postpone indefinitely the presentation and deliberation on any matter before it while retaining jurisdiction. Such requests shall be given special consideration where the issues giving rise to the grievance, other than as they relate to interpretation and enforcement of the collective bargaining agreement, are or are anticipated to be the subject of litigation in another forum.

Grievance panel members shall use their independent judgment in resolving grievances and shall not be directed by their principals how to vote in particular cases provided, however, that in disputes involving high level policy issues of importance to either party this prohibition shall not be applicable. In all cases, however, factual disputes (disputes as to the facts or events leading to the filing of the grievance) shall be resolved (or deadlocked) by the panel.

The steward for the terminal where the grievance occurs shall attend the hearing of the grievance.

Section 14.2 Handling of Discharges or Suspensions

Any case pertaining to a discharge or suspension shall be handled as follows:

- A. In all cases except proven theft, proven intoxication, possession of firearms, personal violence, or proven gross insubordination each having occurred on the job, or knowingly driving company vehicles without a current and valid license of the class required by law, an employee to be discharged shall be allowed to remain on the job without loss of pay unless and until the discharge is sustained under the grievance procedure. In addition to the occasions described above when an employee may be removed from the job without awaiting final disposition of his/her grievance, such immediate removal shall be available to the Employer in serious or safety sensitive cases by mutual agreement of the Union

and the Employer. Where the Employer removes an employee from the job and the case is submitted to arbitration, the Employer may not divulge to the arbitrator the removal and the accrued time off. If such information is divulged by the Employer or Employer representatives this breach shall be an independent basis for a back pay claim regardless of the final disposition of the case. In the event an employee is discharged and immediately removed from work, and it is determined in grievance and/or arbitration that the employee's conduct was not an offense for which immediate removal from the job is permitted, the employee shall be awarded back pay for the time he was off work up to the time of the decision, irrespective of the penalty that is imposed, if any, for the offense.

In suspension cases, the employee shall be allowed to remain on the job without loss of pay unless and until the suspension is sustained under the grievance machinery, except where the employee appears for work without a current and valid driver's license as required for duties which the employee is expected to perform.

- B. Within ten (10) days of the occurrence of the alleged cause for discharge or suspension, excluding Saturdays, Sundays and holidays, the individual Employer shall give written notice by certified mail to the employee and to the Local Union of its decision to discharge or suspend the employee and such notice shall set forth the reason or reasons for the discharge or suspension. If the individual Employer fails to give such notice within the specified ten (10) day period, the right to discharge or suspend for that particular reason shall be waived, but this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performance arising out of circumstances which occurred during the nine (9) month period immediately preceding the date of discharge or suspension notice. However, in order for any such reason to be introduced by the Employer as evidence, the Employer must have given specific written notice by certified mail to the employee and to the Union of the circumstances giving rise to such reason within ten (10) days, excluding Saturdays, Sundays and holidays, of the occurrence of the circumstances. Such written notice may be 'submitted for consideration by the grievance panel in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Union does not file with the Company written protest of the individual Employer's action within fourteen (14) days, from the date of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.
- C. If the grievance panel reaches a deadlock on a discharge or suspension either party may submit the matter to an impartial arbitrator for final decision. The selection of the arbitrator for a decision in discharge cases shall be made by the parties within a reasonable period of time not to exceed thirty (30) days after the deadlock. The method of selection of the arbitrator shall be as provided in Section 3.

Section 14.3 Selection of an Arbitrator

Representatives from the Union and the Company will attempt to agree to selection of an arbitrator, but if they cannot agree, the following procedure will be utilized. A list of arbitrators shall be obtained at the earliest possible date by the grievance panel from the San Francisco Office of the Federal Mediation and Conciliation Service. The grievance panel shall decide which arbitrators on this list shall serve as arbitrators, and a single arbitrator, for each individual case, shall be selected from such approved list.

After a toss of a coin to decide which party shall move first, the Employer members of the panel and the Union members of the panel shall alternately strike one name from the list until one name remains, and such person shall be the arbitrator for determination of the case. The next to last name stricken shall be the alternate arbitrator to serve in the event that the first arbitrator is not available, and if such alternate is not available to serve within the time so specified above, the next to last name stricken shall become the alternative arbitrator and so on.

In all cases, a decision of the grievance panel or the arbitrator shall be final and binding upon the parties. In the event either party contends the other, has failed to comply with a decision of the arbitrator within the time limits specified by the arbitrator, the grieved party may give thirty (30) days' written notice to the breaching party, giving the breaching party the opportunity to comply. In the event of a continued failure to comply after thirty (30) days' written notice, the grieved party may take any legal or economic action it sees fit to obtain compliance.

Section 14.4 Limitations of Arbitrator's Authority

The Employer and the Union agree that the Arbitrator shall not have any authority to add to, subtract from, change or modify any provision of this Agreement, the parties' letters of agreement, or past practices. The Arbitrator shall be authorized only to interpret the existing provisions of this Agreement, the parties' letters of agreement and past practices, and shall apply them to the specific facts of the complaint or dispute and to determine whether a violation has occurred based on the facts, the evidence and the testimony presented by both parties.

Section 14.5 The Compensation of the Arbitrator

The compensation of the Arbitrator, as well as the cost of any court reporter and hearing room, shall be shared by the Employer and the Union, with the Employer bearing 75% of the above costs and the Union bearing the remaining 25%.

Section 14.6 Agreement

It is recognized by the parties that the Union has agreed to forego its right provided in earlier agreements to take economic action in support of its position in certain deadlocked grievances. The Company, in turn, has given its commitment not to abuse the grievance procedure. Both parties have agreed that the grievance procedure shall not be used to eliminate, circumvent or eradicate the rights possessed by either party under this Agreement, letters of agreement, or past practices, all of which embody the parties' contractual relationship.

ARTICLE 15 SICK/PERSONAL LEAVE

Section 15.1 Effective

Effective January 1, 2010, all seniority employees shall accumulate twelve (12) days of sick leave with pay each year at the rate of 1 day per month

Section 15.2 Anniversary

Anniversary date for sick leave shall be established as of January 1 of each year.

Section 15.3 New Hires

New employees shall earn sick/personal leave beginning their first day of employment on a pro rate basis at a rate of 1 day per month up to a maximum of twelve (12) days of sick/personal leave each year. Accumulated sick/personal leave will not be available for use before the employee establishes seniority. Once the employee establishes seniority, he or she shall be allowed to use all sick/personal leave which they would be able to earn during the year in advance of it actually being earned. All used but unearned sick/personal leave will be deducted from an employee's bank of accumulated days or from their final paycheck if employment terminates before they earned said leave.

Section 15.4 P.T.O.

Sick leave shall be taken as paid personal time off, or cashed out as provided for in Section 9.

Section 15.5 Integration

Any employee who has sick leave credit and is drawing disability insurance or workers' compensation shall, at his or her request, be paid the difference between such benefit payments and his or her straight time earnings for such time such benefit payments are made. These payments shall be charged against the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

It is the employee's option to utilize sick leave (paid days off) during the seven (7) day waiting period for SDI or three (3) day waiting period for workers' compensation. If the employee utilizes sick leave, the employee's sick leave benefits will be fully integrated with other benefits available to him or her such that at no time will the employee be paid more than his or her regular compensation.

Section 15.6 Payment

Sick/personal leave will be paid only in eight (8) hour increments, except as provided for in Section 5.

Section 15.7 Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay.

Section 15.8 Bank

Employees who desire to accumulate leave may accumulate twelve (12) days respectively per year, up to a maximum of forty-eight (48) days of paid sick leave carryover after January 30 of each year in lieu of the cash payment provided for in Section 9 below.

Section 15.9 Cash-Out

Unused sick leave shall be paid once each year to each full-time regular employee in cash at the current daily rates, in an amount not to exceed twelve (12) days or by mutual agreement between the Employer and the employee as paid time off to be taken at a time mutually agreed upon. The cash payoff shall occur in the last pay period in January of each year, at the effective rate. On resignation, discharge or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

ARTICLE 16 ABSENCE AND TARDINESS PROGRAM

Section 16.1 Program

It is the purpose of the program to administer and reduce the level of absence and tardiness.

This program will be maintained on a rolling nine (9) month basis with occurrences being removed from an employee's record when they are nine (9) months old. Tolling Language applies. This program shall not become part of any other disciplinary proceedings, but will be subject to Article 14 —Grievance Procedure.

Sick/personal time is administered per Article 15. Occurrences will issue for unexcused absences, which are defined below.

Absence and tardiness will be put into two (2) categories—excused and unexcused. Unexcused absences shall be assessed as one (1) occurrence for each day missed, unless prohibited by law. Absences of up to two (2) consecutive days will be considered as one (1) occurrence and every day thereafter will be assessed one (1) occurrence per day. Absences of up to five (5) consecutive days will be considered as one occurrence with a doctor's note.

Discipline will be assessed as follows:

- At 1 occurrence -- verbal warning
- At 2 occurrences – verbal warning
- At 3 occurrences – written warning
- At 4 occurrences – 2nd written warning
- At 5 occurrences – final written warning
- At 6 occurrences – discharge.

A continued pattern of Monday or Friday absences will subject any employee to discipline under this provision, but discipline shall not be more severe than that which would occur for similar infractions regarding occurrences.

A. UNEXCUSED ABSENCES

- Any absence not covered herein.
- Any tardiness under 10 minutes – 1/4 occurrence and any tardiness in excess of 10 minutes – 1/2 occurrence except unusual delays excused by management.
- Employees are allowed to be late three (3) times per twelve (12) months before any occurrence for tardiness is assessed.

B. EXCUSED ABSENCES

- Absence due to occupational injury with doctor's note prohibiting return to work.
- All contractual time off, including unused sick/personal time (earned or unearned).
- Court or administrative appearance.
- Military leave.
- Any leave granted or protected by Federal or State Law.
- One (1) illness with doctor's slip (up to a maximum of five consecutive days) thereafter, each illness will count as an unexcused occurrence.
- Leaves requested beforehand and granted.
- Participating in the affairs of Labor at the request of an official of Local 70.
- Qualifies for SDI or Workmen's Compensation.
- The Company need not be consistent in its application of this program. Exceptions for non-discipline may include, but not be limited to, such things as unusual circumstances, tenure, and work history.

Calls to report absences shall be subject to the following: Calls received after starting time will count as 1/4 occurrence. Calls to report absences received one (1) hour after starting time until close of business that day will count as 1/2 occurrence. Calls received after close of business will be considered "no call/no show" which will count as 1 occurrence. The stipulations contained in this paragraph are in addition to any determination of excused or unexcused, as outlined in this Article.

ARTICLE 17 LEAVE OF ABSENCE

Section 17.1 Approved Leave

Any employee desiring leave of absence from his employment shall give ten (10) days' written permission from the Local Union. Except as otherwise provided for in this Article leaves of absence shall be for thirty (30) day periods and shall be granted by the Employer on the basis of one thirty day period for each three (3) years of seniority. Extensions to the above leaves of absence can only be secured by written permission from both the Local Union and the Employer. Regular leaves of absence as may be granted may not exceed a maximum period of six (6) months. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry. Any employee who has utilized his right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Leaves of five (5) days or less do not require Union approval. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of both the Employer and the Union. The number of employees

granted leaves of absence shall be limited so as not to pose an encumbrance to the Employer's business.

An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed three (3) years except with the written consent of the Union and the Employer.

A leave of absence as above provided for shall not result in the loss of seniority rights.

Employees going on leaves of absence are expected to maintain their membership in the Union in good standing.

An employee selected, elected, or appointed to a full-time Union office shall be granted a leave of absence, without loss of seniority, for the length of his/her term of office which shall be automatically renewed for each succeeding term of office. Such term shall expire thirty (30) days after the employee leaves such office. Short term leaves of absence shall also be given to Union members other than full-time employees of the Union upon request for the purpose of participating in Union business, including serving on the Union's negotiation team and for attendance at Union Executive Board meetings. The length of such short-term leaves shall be agreed upon by the parties. The Union shall give notice to the Employer regarding temporary leaves.

An employee may be granted a leave of absence for the purpose of serving or working in civic affair endeavors or in non-profit organizations and for such additional purposes and for such time period as may be agreed between the District Manager of the Employer and the Union's Business Agent. The granting of any leave hereunder shall not establish a precedent nor cause the Employer to grant any other requested leave of absence in the future.

Section 17.2 Effect on Vacation and Holidays

Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

All regular employees off due to an on-the-job injury shall accumulate vacation rights, uninterrupted for a period of one (1) year and any holiday pay in the month the regular employee begins leave due to an on-the job injury.

All regular employees off due to an illness or off-the-job injury shall accumulate vacation rights, uninterrupted for a period of one (1) year and any holiday pay in the month the regular employee begins leave due to an illness or off-the- job injury.

Section 17.3 Health and Welfare When On Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy, if he or she so desires, or request

discontinuance of his Health and Welfare before the leave is approved by both the Employer and the Union.

ARTICLE 18 TRANSITIONAL WORK PROGRAM

The Employer and the Union recognize the significant adverse impact of work-related injuries on the Company and its employees. Therefore, the parties agree that the Employer will implement a mandatory transitional work program ("T2R Program") for employees covered by the Agreement, who are injured while at work ("Injured Workers"). The Employer agrees that the T2R Program must be applied and be made available to all Injured Workers. Except as set forth herein, the T2R Program is not intended to replace any provision of the California Labor Code (CLC) that addresses Workers' Compensation.

Section 18.1 Physician Designation

The Employer will work closely with its Third Party Administrator (TPA) to ensure every Injured Worker receives access to timely, appropriate medical care. The Employer agrees that the Injured Worker will have the right to designate his or her primary treating physician ("PTP"). Such designation must be submitted in writing to the management official designated by the Employer prior to the employee suffering a compensable injury. But in any event, after 30 days from the date the injury is reported, the employee may elect to be treated by a physician of his or her own choice or at a facility of his or her own choice.

Section 18.2 Secondary Treater's

A PTP may be an individual physician or a medical group composed of physicians operating a multi-specialty medical practice providing medical services. In the event the Injured Worker's PTP refers the Injured Worker to another physician or medical provider ("Secondary Treater"), the Employer will comply with all of the Secondary Treater's recommendations that do not contradict or conflict with the PTP's recommendation, or which are not rejected by the PTP. An Injured Worker shall have no more than one PTP at a time. The parties agree that the right of employees covered by this contract to designate a PTP is independent of any right to designate a PTP that may be granted employees under the CLC and that employees covered by this contract will retain the right to designate a PTP regardless of whether such right exists under the CLC.

Section 18.3 Physician Designation Requirement

The PTP designated by the employee must be the employee's regular physician, who has previously provided treatment to the employee, who retains the employee's medical records and history, be licensed under the California Business and Professional Code, and agree in writing to serve as the employee's PTP.

Section 18.4 Emergency

The PTP pre-designation shall not apply to the initial treatment in emergency situations, where the nature of the injury, location of the accident, or distance of the pre-designated PTP makes resort to the PTP impractical.

Section 18.5 AME or QME

Where the Injured Worker's PTP, or, where appropriate, Agreed Medical Examiner (AME) or Qualified Medical Examiner ("QME"), releases an Injured Workers to return to work with temporary medical restrictions that prevent him from performing his usual job, the Employer will offer the Injured Worker T2R Program work.

Section 18.6 Medical Restrictions Compliance

The Employer will not ask the Injured Workers to perform work beyond the medical restrictions imposed by the PTP or, where appropriate, AME or QME. Neither the Employer nor the TPA will contact the injured workers PTP, either as part of a Utilization Review process or otherwise, for the purpose of coercing or pressuring the PTP to release the Injured Worker to return to work, impose particular temporary medical restrictions or modify temporary medical restrictions. No representative of either the Employer or the TPA will accompany the Injured Employee, in any fashion, on visits to the PTP. Nothing herein is intended to prevent the Employer or the TPA from contacting the PTP in order to clarify prescribed medical treatment or temporary medical restrictions. Objections to a PTP's prescribed medical treatment or restrictions shall be handled in accordance with the CLC. An Injured Worker, at his own initiative, may request his Nurse Case Manager to accompany him to a visit or visits with the PTP.

Section 18.7 Bargaining Unit Work Restrictions

The Injured Workers performing T2R Program work will not perform bargaining unit work, including job descriptions set forth in Article 6, Section 4 and any past practices relating thereto, without the express consent of the Union. An Injured Worker shall be covered by the terms of the collective bargaining agreement. Nothing in this Article will be used by either party as evidence to advance or resist a claim of work jurisdiction under Article 8 of the Agreement.

Section 18.8 Employer Code of Ethics

T2R Program work will be designed to provide a meaningful benefit to the Employer, and will not be demeaning, punitive, or imposed for the purpose of discouraging Injured Workers from exercising their rights under the California Labor Code.

Section 18.9 Employee Disqualification

Any Injured Worker who is offered, but refuses, T2R Program work will be disqualified from receiving further temporary disability benefits, but will not be subject to any other discipline under the contract. A refusal to participate in the T2R Program shall not become part of any other disciplinary proceedings under the contract. The duration of this disqualification will be limited to the injury giving rise to the particular offer of T2R Program work and shall not apply to subsequent injuries. This does not prevent the Injured Worker from being disqualified from receiving temporary disability benefits in the event the Injured Worker is subsequently injured and again refused T2R work.

Section 18.10 Employee Refuses T2R

In accordance with Section 9 of this Article, an Injured Worker who refused T2R Program work may opt back into the T2R Program one time. If the Injured Worker thereafter refuses T2R

Program work for the same injury, the Injured Worker shall not be allowed to return to work until he receives a full release to return to work. At no time shall the Injured Worker who refuses T2R Program work be qualified for temporary disability benefits.

Section 18.11 Time Limits

It is the intent of the parties that T2R Program work is temporary, and will not be available indefinitely. T2R Program work will, therefore, not continue beyond one (1) year, unless extended by mutual agreement between the Injured Worker and the Employer, in order to temporarily accommodate an Injured Worker's specific documented medical needs.

ARTICLE 19 JURY DUTY AND COMPANY WITNESS

Section 19.1 Scheduling

Any employee scheduled for jury duty shall be automatically temporarily re-scheduled as a day shift employee.

Section 19.2 Payment

An employee who is summoned and reports for jury duty shall receive his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked. For each such day, the employee must submit to the Employer written proof from the court that the employee reported for and served on jury duty on that date.

Section 19.3 Company Witness

In case an employee is subpoenaed as a company witness and for company related case in any court, he shall be reimbursed for all time lost and expenses incurred.

ARTICLE 20 BEREAVEMENT LEAVE

In the event of the death of an employee's parent, grandparent, spouse, domestic partner, child, mother-in-law, father-in-law, brother, sister, step-children or step-parents, the employee will be granted a leave of absence with pay from the day of death until and including the day after the funeral not exceed three (3) working days; or in the event the funeral/celebrations of life occurs outside the counties/cities in Northern California that make up the Northern California Market Area, five (5) work days. Bereavement leave is not compensable when an employee is off on a leave of absence, vacation, holiday, sick leave, workers compensation, state disability, jury duty or bona fide lay-off. The purpose of funeral leave payment is to enable the bereaved employee to attend the funeral/celebration of life.

ARTICLE 21 GENERAL PROVISIONS

Section 21.1 Equipment—Upkeep—Cleaning

On July 1st of each year, all employees shall be granted credit for a new garbage collection can. When requested by the employee, provided he has given his division manager one (1) month's prior notice, such cans shall be equipped with wheels, the method of distribution and allocation

of such cans shall be as agreed to between the employer and the Union by a separate letter of agreement which shall be posted on all employees' bulletin boards. Any disputes arising out of this section shall be referred to the grievance procedure.

- A. **Protective Clothing:** Each employee shall be given a maximum of twelve (12) pairs of gloves per year at the rate of two (2) pairs every second month, except that gloves for transfer truck drivers, operators, and utility classifications will be provided only as needed. Effective October 1st of each year the employee may elect whether the gloves will be of leather or rubber. The Employer shall provide each employee with a set of rain apparel (including jacket and trousers) September 1st of each year. Hats shall be provided as required, limited to one (1) hat per year. The Employer shall provide all employees with five (5) high visibility t-shirts in April of each year and five (5) high visibility sweatshirts in October of each year.

The Employer shall provide each regular bid transfer station hostler, operator, and utility classification employee a maximum of two (2) pairs of coveralls per year as needed.

A company approved leather work boot with puncture resistant sole and six inch (6") high laced top shall be mandatory and all employees will be required to wear same. It will be the responsibility of each employee to equip himself with such footwear, and the Employer shall reimburse each employee annually in the amount of One Hundred Seventy Nine dollars and seventy-two cents (\$179.72) to be paid in the last pay period in January 2018 and once each year thereafter. The amount of the boot allowance will be increased each year based on the previous year's percentage of increase pursuant to the COLA provision contained in Article 7. The Employer will make available one or more sources for employees to purchase work boots at a discounted price.

The Employer further agrees that each and all of the items spelled out in this Section should bear the Union label of the American Federation of Labor.

Section 21.2 Time Clock

Procedure for recording time is subject to review by the parties.

Section 21.3 Company Meetings

No employee shall be required to attend a company meeting on his own time.

Section 21.4 Leasing and Independent Contractors

There shall be no leased equipment with operators allowed. The Company is free to lease equipment, but all operators and work performed under this contract shall be bargaining unit work and subject to all the provisions of this Agreement.

Section 21.5 Pay Period

The members of the Union shall be paid weekly for their labor. No more than one (1) week's wages shall be withheld. A regular weekly payday shall be established provided that if such

payday falls on a paid holiday, the preceding work day shall be payday. Friday is hereby established as the regular weekly payday.

Section 21.6 Money Receipt

Employees handling money shall account for and remit to the Employer money so collected at the completion of the day's work. The Employer shall give the employee a receipt for monies so paid in or the employee will not be held responsible for the money.

Employees working under the Helper's classification shall not be required to collect money.

Section 21.7 Maintenance of Sanitary Facilities

The Employer shall maintain washing and toilet facilities at all barns and shall keep the same in a clean and orderly condition in accordance with State laws and regulations.

Section 21.8 Telephone Calls

All employees shall be reimbursed for money spent for telephone calls involving Company business. Particulars of all phone calls must be itemized and settled weekly with payments by cashier or other authorized office employee.

Section 21.9 Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

Section 21.10 Physical Examination

Any Employer who required the employee to take a physical examination must bear the cost of said examination and must compensate the employee for time involved in taking the examination at the employee's regular rate of pay. DOT physicals shall be at not less than two (2) hours pay.

Section 21.11 Bulletin Board

The Company shall supply and install suitable bulletin boards at each barn or starting point for the posting of Union business and communications. The bulletin boards shall be locked and only the Union's Designated Business Agent, Chief Shop Steward and their designees as well as a mutually agreed upon Company representative shall have keys to the Union's bulletin board.

The Employer shall also have locked boards for copies of the master seniority list, health and welfare and pension payments and other Company and Union business. A separate bulletin board shall be for bids and awards of bids only.

Any Company bulletins or work rules posted must be in both English and any other languages, whenever desirable and approved by the Local Union.

Section 21.12 Payroll Check Stubs

All payroll check stubs must have all items deducted, recorded for the employee's record. Overtime hours must be itemized separately from straight-time hours. The Employer shall furnish, on request by the employee, the total gross earnings to date.

Section 21.13 Transportation

When an employee uses his own transportation, he will be compensated for his travel at the then-current Internal Revenue Service mileage reimbursement rate.

Seniority will be adhered to in the reassignment of employees to other terminals provided they are qualified.

Section 21.14 Heavy Lifting

Employees are not required to lift unusually heavy loads or loads in excess of weight limits spelled out in city ordinances, or in any other way required to do work that may be injurious to their health. When an employee encounters a garbage can that is exceptionally heavy (loaded with concrete blocks, bricks, etc.) he will be furnished help. The combined weight of the container and contents shall not exceed seventy-five (75) pounds.

Notices indicating city ordinance weight limitations will be made available and placed on cans of customers that violate the weight restrictions. If a customer repeatedly refused to conform to the weight limitations, the employee will be permitted to refuse to service that account, provided that the employee has first notified the employee in charge of the route. Customer's garbage placed in fifty-five (55) gallon drums will not be picked up.

Section 21.15 Change of Address

The employees shall be obligated to report any change of address or telephone number to his Employer. The Employer shall post a notice in all divisions designating its representative for purposes of this section.

Section 21.16 Profane Language

The employees shall be treated with dignity and respect, and the Union and the Company shall not tolerate the use of profanity or extreme vulgarity.

Section 21.17 GPS Evidence

GPS evidence alone shall not be sufficient to support a termination or a suspension of more than two (2) days. GPS evidence may be considered, however, in cases involving terminations and/or longer periods of suspension where such discipline is supported by corroborative evidence and is consistent with the applicable provisions of Article 14 (Grievance Procedure). Nothing in this provision, however, shall be applied in a manner that alters the progressive disciplinary plan provided for in Appendix A (Life Critical Rules).

Section 21.18 Missed Pick Ups

Missed pick-ups will not impact employee eligibility for a safety bonus.

Section 21.19 Industrial Injury

The Employer shall report to the Union any industrial injury which has been reported to the Employer. Said notice shall be furnished to the Union at the same time the Employer reports the injury to its Workmen's Compensation Insurance Carrier. In the event the Employer is self-insured for purposes of Workmen's Compensation, then such notice shall be given to the Union within five (5) days after the injury has been reported to the Employer.

ARTICLE 22 SAFETY REGULATIONS

Safety, Incentive, and Retraining Program

Section 22.1 Requirements

The Employer will observe all State and Federal safety regulations pertaining to vehicles and the health and safety of his employees.

If the Company is called to investigate a report that an employee may have been exposed, to an injurious chemical substance, the Company will provide the Union and the Employee a written statement of its findings.

The Union and the Employer shall establish a Safety Committee which will make recommendations relating to on-the-job injuries, accidents, and potential hazards. Initially, the Committee shall consist of one member selected by the Union and one member selected by the Employer, provided, that the Committee may recommend that its membership be increased.

The members of the Committee shall be appointed by the Employer and the Union and shall include the Chief Steward. Any condition found to be a grave hazard will immediately be brought to the attention of a responsible employer official and corrected. No driver or helper shall be discharged, suspended or otherwise disciplined for refusing to violate traffic laws, overloading regulations or other regulations of the State Vehicle Code.

Section 22.2 Purpose and Corrective Penalties

The parties are committed to the principle that safety and the avoidance of accidents shall have the highest priority in the Employer's operations. It is recognized that both the Employer and the Union must cooperate in taking all reasonable steps to avoid accidents that are costly to the Employer and that are frequently the cause of injury to the employees as well as others. It is accordingly the intent of the Employer to maintain ongoing training and retraining programs, to educate employees in the proper methods of operating equipment, to promote the importance of the "Safety First" rule, and otherwise to communicate with employees concerning the importance of safe work practices. The Union endorses these efforts.

The purpose of the safety program is to improve safety and reduce the number of accidents, and shall not be considered a part of the disciplinary provisions of this Agreement for misconduct. The corrective procedures provided herein are for the purpose of eliminating unsafe practices and accidents and are to be administered independently of the Employer's authority to discipline

for misconduct and shall not be considered for any purpose in disciplinary cases except as provided below. In administering this program the Employer shall take into consideration such matters as the difficulties encountered by drivers in congested areas, problems in gaining accessibility to containers, as well as the safety record of the driver. Employees are not subject to termination for safety violations except in cases 'where the particular behavior of the employee would independently constitute just cause for termination without regard to the fact that property damage or personal injury has occurred,

Penalties for violations of safety rules shall be as follows:

- A. First Accident - Review incident with employee and written warning.
- B. Second Accident - Monitor driving habits by supervisor riding with employee and second written warning.
- C. Third Accident - Further intense training, final written warning and two days suspension.
- D. Fourth Accident – Up to thirty day suspension or other discipline as the procedure may determine.

On a one time basis, remove the most recent accident as of the date of ratification of July 1, 2017 from the Employee's record.

The foregoing corrective penalties shall be expunged from the employee's record nine (9) months from date of occurrence. Tolling period changes apply. Disputes concerning fault for accidents shall be held in abeyance and not proceed through the grievance procedure unless the accident(s) is used by the Company as the basis for a suspension or discharge.

It is understood and agreed that the foregoing penalties shall not be applicable to failures to comply with safety rules that do not result in an accident involving property damage or personal injury. Nor shall these penalties apply to accidents that occur during training, unless the conduct that caused the accident was egregious. Discipline for accidents shall be imposed only where the employee is at fault.

An injury is not an accident.

In addition to the foregoing, the Union recognizes the right of the Employer to continue and to expand or modify the incident program for safe driving currently in existence. The parties are in agreement that employees should be rewarded for exemplary records of safe driving. The parties shall evaluate the results of such programs from time to time, and consult with respect to methods to make them more effective.

Section 22.3 Incidents

Notwithstanding the above, incidents are events that result in damage occurring while servicing the customer due to the typical operational hazards of the job, unless the conduct that caused the incident was egregious. One factor in determining whether the conduct was egregious is the amount of damage done. Incidents include situations where a vehicle and/or equipment come into contact with mailbox posts, basketball hoops, tree limbs, enclosures, containers and carts, etc.

The Company may respond to such incidents by counseling and/or riding with the employee to monitor and correct safety habits in order to lessen their frequency. In the event an employee has more than three incidents within a 9-month period, each additional incident shall be subject to the disciplinary system for misconduct. Discipline for incidents shall be imposed only where the employee is at fault. Accidents and incidents are not to be combined. Further, an incident may not be the triggering event for discharge under the progressive disciplinary system for misconduct.

Section 22.4 Life Critical Rules

Any violation of the Life Critical Rules set forth in Appendix A may result in discipline as listed in Appendix A.

ARTICLE 23 COMMERCIAL DRIVER'S LICENSE

Section 23.1 License Requirements

No employee or applicant for employment shall be required to possess a chauffeur's license unless such license is required by law for the type of work actually performed by the employee. In any such case, a classification of chauffeur's license higher than that imposed by law shall not be required.

The Employer shall pay for the cost of any physical examination required by the employer or applicable law for a driver to continue to operate a vehicle in a classification to which he is then assigned or if required by the Employer, and shall not pay less than two (2) hours for any routine physical examination.

If the employee's license is suspended, the Company shall instruct the employee to report for work with the required license, and upon his failure to do so, the Company will file a grievance for unauthorized absenteeism under Article 14. The grievance panel shall determine the appropriate discipline based upon all the circumstances of the case.

ARTICLE 24 DISCRIMINATION

Section 24.1 Union Activities

No employee shall be discharged or discriminated against for Union activities or for upholding Union principles.

Section 24.2 Non-Disabling Handicap

At no time while this contract is in force shall an Employer discharge, 'suspend or discipline any employee solely by reason of his having incurred a non-disabling physical handicap, provided a physician mutually agreed upon certifies in writing that he is physically able to perform his duties.

Section 24.3 Blacklisting

The Employer shall not in any way establish, create or become a party to a blacklist which may have as a purpose, prevention or interference with the obtaining of employment by a member of the Union with any Employer or company.

Section 24.4 Fair Employment

Neither the Employer, the Union nor any employee hereunder shall discriminate against any employee or applicant for employment because of the person's race, religion, color, national origin, marital status, age, ancestry, physical or mental disability, medical condition (cancer related, as defined in Section 12926 of the California Government Code), gender (except as bona fide occupational qualification), pregnancy (except as bona fide occupational qualification), special disabled veteran or handicap to the extent provided by law, or status as a veteran of the Vietnam War era. The Employer will not pay wages benefits or conditions of employment less than those established by this Agreement.

In this Agreement, reference to the male gender shall include the female gender, and reference to the female gender shall include the male gender.

Section 24.5 Harassment

The Employer shall not in any way harass or coerce any employee in the performance of their duties. All parties will treat each other with dignity and respect.

ARTICLE 25 MAINTENANCE OF STANDARDS

Section 25.1 Commitment

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Local Union and the Employer with respect to the matter shall be subject to the grievance procedure. Notwithstanding anything provided in this paragraph to the contrary, the regular working hours shall be as provided in this Agreement.

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

Section 25.2 Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 25.3 New Equipment

Where new types of equipment and/or operations for which rates of pay are not established by this agreement are put into use within operations covered by this Agreement, rates and starting times governing such operation shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

ARTICLE 26 MANAGEMENT RIGHTS

The Company shall have the exclusive rights to manage the company in a manner that will result in greater profits and fuller utilization of its employees. Such rights will include abilities to plan, to determine services to be tendered, to purchase equipment of its choice, to adjust necessary shifts, to maintain order, to promote employees, to determine whom it shall hire and to create a safe working environment, as well as all normal prerogatives of management. These named rights shall in no way conflict with express provisions of this Agreement.

ARTICLE 27 TRANSFER OF COMPANY TITLE OR INTEREST

Section 27.1 Obligations

This Agreement shall be binding upon all parties hereto, their successors, administrators, executors and assigns. In the event the operations covered by this Agreement, in whole or in part, are sold, leased, subcontracted or otherwise assigned by the Employer, a condition of any such transaction shall be that the operation so transferred shall continue to be covered by this Agreement, and that the successor will agree in writing to recognize the Union, adopt this Agreement, and employ bargaining unit employees to the extent required in accordance with their seniority.

Section 27.2 Liability

In the event the Employer fails to require the purchaser, the transferee or lessee to sign this contract or to otherwise assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure. When the purchaser, transferee or lessee signs this Agreement or otherwise assumes its obligations, the Employer shall be under no further liability to the Union or to the employees by reason of this Article.

ARTICLE 28 DUES CHECK OFF

Upon receipt of a written assignment and authorization signed by a regular employee, on an appropriate legally acceptable form furnished by the Union, the Employer agrees to deduct monthly from the first check of such employee in each calendar month and pay to the Union his regular monthly dues and/or uniform assessments.

Casual pool employees will be required to pay the current Hiring Hall fee for any month in which they work. The Union will provide signed authorizations for each employee in accordance with the above.

Remittance of these monies to the Union shall be made once a month, prior to the fifteenth (15th) day of the calendar month for which such deductions are made, and a list of employees for whom payment is made and their social security numbers shall accompany such payment.

Deductions of dues shall in all cases be made from the first day in each calendar month immediately following the date of signing of such authorization. In the event the dues or uniform assessments were not withdrawn from an employee prior to his going on vacation, the Employer shall remit for the employee such monies as are due and deduct it from his next regular paycheck.

Receipts for dues or uniform assessments paid shall be mailed to the Employer, who will be charged with their proper distribution.

The Union at its option may require that the Company deduct dues on a weekly basis rather than the monthly basis set forth above, provided that the Union must give the Company ninety (90) days' prior notice of its intent and discuss and agree with the Company on a mutually acceptable procedure for accomplishing this intent.

Section 28.1 Drive

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE, or alternatively such other Political Action Committee of the Union's designation. Such contributions shall be deducted pursuant to the written authorizations of the contributing employees on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters or to the Political Action Committee designated by the Union as the case may be, on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. Transmittals shall be made to DRIVE until and unless the Union notifies the Employer in writing to discontinue such transmittals and to transmit the deductions instead to the Political Action Committee it designates. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan, except that such reimbursement shall be made by the Union in the event it designates a Political Action Committee to which the transmittals are to be made.

ARTICLE 29 DRUG AND ALCOHOL TESTING

Section 29.1 Preamble

The parties have arrived at this Agreement as a means toward compliance with the work place drug and alcohol testing regulations issued by the U.S. Department of Transportation, as well as for non-DOT reasonable suspicion drug and alcohol testing.

This Agreement shall be the sole governing guideline and apply to drug and alcohol testing as required by DOT Regulations. The standards set by DOT shall be the only ones adopted. In the event that DOT ceases mandated drug and alcohol testing this agreement shall only apply to reasonable suspicion testing which would be applicable to all employees including heavy equipment operators.

Any reference to drug testing shall include alcohol testing unless it is explicitly excluded.

The parties recognize that the procedures set forth herein may be modified if future federal legislation dictates it.

This Article has to be in conformity with Article 14, Grievance Procedure. The sole exception will be that positive tested employees subject to suspension or discharge will be taken off the job.

TABLE OF CONTENTS

	Page No.
Employees Who Must Be Tested	63
Medical Review Officer	63
Substances to Be Tested	64
Types of Testing Required	65
Random Testing	67
Positive Test Results from Random Testing	67
Rehabilitation and Testing After Return to Duty	69
Preparation for Urine Drug Testing	70

Abbreviation Definitions:

ACOEM	=	American College of Occupational and Environmental Medicine
BAT	=	Breath Alcohol Technician
BAC		Breath Alcohol Concentration
DHHS	=	Department of Health and Human Services
DOT	=	Department of Transportation
EBT	=	Evidential Breath Testing
MRO	=	Medical Review Officer
NHTSA	=	National Highway Traffic Safety Administration
NIDA	=	National Institute of Drug Abuse
SAP	=	Substance Abuse Professional
TAP	=	Teamsters Assistance Program
WMAC	=	Waste Management of Alameda County

Section 29.2 Employees Who Must Be Tested

Waste Management bargaining unit employees are subjected to drug and alcohol testing under the Department of Transportation (DOT) mandate. In addition, all employees shall be subject to drug and alcohol testing based upon reasonable suspicion.

The company may drug or alcohol test for pre-employment.

Except as otherwise specified, all testing will be at the Employers expense and time spent traveling to the clinic and testing will be paid time.

Section 29.3 Medical Review Officer

The Medical Review Officer (MRO) will be an independent doctor of osteopathy or licensed physician, who is responsible for receiving laboratory results of urine tests generated by the drug testing program.

The MRO shall be a licensed A.C.O.E.M. physician who has knowledge of substance abuse disorders, and has appropriate medical training and resources to interpret and evaluate a confirmed positive drug test result utilizing the individual's medical history and other bio-medical information. The MRO should (1) review and interpret positive drug screen results, (2) examine possible medical explanations when a confirmed positive test could have resulted from a legally prescribed or over-the-counter drug, (3) conduct interviews with employees prior to completing a confirmed positive test investigation, (4) maintain a record-keeping system for drug test results.

All urine test results must be sent to the MRO, and positive test results must first be communicated to the employee in accordance with the following before being forwarded to the Employer. The MRO must provide an opportunity for the employee to discuss a positive test result. If the MRO is unable to contact the employee, the MRO shall 'so advise the designated Manager, who shall instruct the employee to immediately contact the MRO. Should the employee not contact the MRO within five (5) business days after the notification by the MRO, the MRO shall report the laboratory result to the employer. The employer has the ability to place an employee on leave with pay until contact is made and a test result is rendered to the employer. The MRO shall be authorized to request that the original specimen be re-analyzed to determine the accuracy of the reported test result.

If the MRO determines that there is a legitimate medical explanation for a confirmed positive drug test result, the MRO shall report the test result to the Employer as a negative. A second test may be requested as outlined under "Split Sample Procedures."

The employee shall be reimbursed for any lost pay and benefits if taken out of service based upon a positive test result which is negated by the second test.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain from the laboratory its record relating to the drug test. Such information is to be furnished to the Local Union as soon as possible.

Section 29.4 Substance to Be Tested

Testing of urine specimens shall be performed to detect the presence of five controlled substances.

- Marijuana
- Cocaine
- Phencyclidine (PCP)
- Amphetamines (including methamphetamines)+
- Opiates (including heroin)

A. Screening Test: The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or drug classes:

SUBSTANCE	INITIAL TEST LEVEL (ng/ml)
Marijuana Metabolites	50
Cocaine Metabolites (Benzococgonine)	300
Opiate Metabolites Codeine, Morphine & 6-acetylmorphine (6-AM)	2,000 *
Phencyclidine	25
Amphetamines	1,000

*25 ng/ml is immunoassay specific for free morphine. Quantitative values for morphine or codeine at 15,000 ng/mL or above must be reported.

Alcohol testing will be performed on an evidential breath testing (EBT) device approved by National Highway Traffic Safety Administration (NHTSA) and conducted by a breath alcohol technician (BAT).

Any test result of less than .02 alcohol concentration will be considered a negative. Any level of .02 concentration or greater requires a confirmation test.

These substances and test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant.

B. Confirmatory Test: All urine specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed.

Confirmation test for alcohol is to be conducted by a BAT using an EBT that points out the results, date and time, a sequential test number and the serial number of the EBT. There must be a fifteen (15) minute deprivation period between the initial test and the confirmation test and no more than twenty (20) minutes.

The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

SUBSTANCE	CONFIRMATORY TEST LEVEL (ng/ml)
Marijuana Metabolite Delta-9-Tetrahydrocannabinol-9-carboxylic acid (THC)	15
Cocaine Metabolite (Benzoecgonine)	150
OPIATES:	
Morphine	2,000
Codeine	2,000
6-acetylmorphine (6-AM)	* 10
Phencyclidine	25
AMPHETAMINES:	
Amphetamine	500
Methamphetamine	** 500

* Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.

** Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/mL.

If the confirmation test is negative, the sample will be considered to have passed and no further action will be taken.

The laboratory used for drug screen and confirmation testing will be certified by the Department of Health and Human Services (DHHS).

Section 29.5 Types of Testing Required

Testing procedures will be performed as part of pre-employment practices, after defined DOT reportable accidents, on the basis of reasonable suspicion, unannounced testing pursuant to DOT regulations or the Parties return to work agreement, and under DOT mandated random testing. Any employee refusing to submit to testing will be regarded as having tested positive for both alcohol and drugs. The refusal will be regarded as being at the highest level identified in this Article and also subject to the ramifications of this Article.

A. Pre-Employment Testing:

Controlled substance and/or alcohol testing may be part of Waste Management's pre-qualification conditions for employment.

Employment candidates will be advised that pre-employment testing will be conducted to determine the presence of controlled substances and/or alcohol.

B. Reasonable Suspicion Testing:

Upon reasonable suspicion, WMAC will require an employee to be tested for the use of controlled substances or alcohol.

Reasonable suspicion is defined as an employee's observable action, appearance, conduct, speech and breathe odor that clearly indicates the need for a fitness-for duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available, but no less than one (1). The witness (es) must have received training from the Teamsters Assistance Program (T.A.P.) in observing a person's behavior to determine if a medical evaluation is required. When the supervisor confronts an employee suspected of being under the influence, a shop steward should be made available if requested. If no steward is present, the employee may select another hourly paid employee to represent him.

Documentation of the employee's conduct shall be prepared and signed by the witness (es) within 24 hours of the observed behavior. A copy will be sent to the local union as soon as possible if disciplinary action is taken by the company and grieved by the Union.

In the case of reasonable suspicion testing, it is Waste Management's responsibility to ensure that the employee is transported as soon as possible to a collection site with a bargaining unit employee if the steward is not available.

At the time the urine specimen is collected, the employee may opt to also give a blood sample which must be given within 30 minutes of the urine sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation if necessary. All costs associated with such blood specimens shall be paid by the employee if such sample tests positive. An employee testing positive will be subject to discharge.

If the DOT ceases its mandate of drug/alcohol testing, reasonable suspicion testing as provided herein will remain intact and enforceable.

C. Post-Accident Testing:

Following a reportable accident, the employee will be required to submit to drug and alcohol testing, as required under Federal DOT regulations, if there is: 1) a fatality, 2) the

employee receives a citation for a moving traffic violation and there is injury that requires treatment away from the scene of the accident, 3) the employee receives a citation for a moving traffic violation and any vehicle involved in the accident must be towed from the scene of the accident. Alcohol testing will be required after accidents under the above conditions and the employees are required to submit to such testing as soon as possible, but no later than eight (8) hours following the accident. Drug testing will be required after accidents under the above conditions and drivers are required to submit to such testing as soon as possible, but no later than thirty-two (32) hours. Employees testing positive will be subject to discharge.

D. Non-DOT-Reasonable Suspicion:

In the event an employee (not covered by DOT) is tested based upon reasonable suspicion, such test will be performed under the same procedures as outlined above.

A positive test result shall be considered a dischargeable offense.

Section 29.6 Random Testing

The procedures used to randomly select employees for drug testing will be in compliance with the Department of Transportation Regulations.

Employees selected for DOT mandated random drug and alcohol testing will be notified of testing in person or by telephone. Testing must be conducted just before, during or after an employee's work day. Testing dates and times are unannounced.

For random drug testing, effective January 1, 1995, the amounts of testing per year must equal at least 50% of all subjected employees.

For random alcohol testing the amounts of testing per year must equal at least 25% of all subjected employees.

Unannounced drug and alcohol testing of employees will be computer generated by the Employer's third party consortium. The procedure for selection may be reviewed by the Local Union upon request.

Section 29.7 Positive Test Results From Random Testing

A. Drugs:

Employees who have tested positive in a random DOT drug test will have a maximum of fifteen (15) calendar days to enroll and receive treatment in the Teamsters' Assistance Program or another qualified drug assistance program agreed to by the Employer and the Union. Waste Management, Inc. will follow the guidance of the Substance Abuse professional on follow-up testing as part of rehabilitative after-care protocol. DOT mandated unannounced testing will be computer generated. Should an employee that has been found to have a positive test refuse to enroll and complete a drug assistance program, that employee will be subject to discharge.

Approved Aftercare programs will be followed and completed by the employee. The Parties will develop a return-to-work agreement.

It is the intent and expectations of the parties to this agreement that TAP or other drug/alcohol program to which referral is made will normally and routinely recommend, providing that funding is available, thirty day residence treatment in the absence of special and exceptional circumstances that justify less extensive treatment.

A "return to work" agreement shall be entered into by the Company and the Union as well as the involved employee following the latter's completion of rehabilitation treatment. The "return to work" agreement may provide for additional testing in accordance with, but not beyond, the requirements of DOT regulations. No discipline may be imposed by the Company as to testing requirements under the "return to work" agreement applicable to the time period following 12 months of its execution. Nothing herein, however, shall prohibit discipline provided for or allowed by the Company's drug and alcohol policies as contained in this agreement that are not related to the "return to work" agreement.

Employees who have tested positive a second time within five (5) years of the first positive test will be subject to discharge. After the five year period employees will be granted further leaves of absence as described under "Rehabilitation and Testing After Returning to Duty."

B. Alcohol:

- **Pre-Shift Testing:**

- First Positive Test**

- .02 to .0399 BAC —out of service for twenty-four (24) hours and written warning.

- .04 to .0799 BAC—three day suspension and SAP counseling.

- .08 BAC and higher --- subject to discharge.

- Second Positive Test**

- .02 to .0399 BAC — three day suspension and SAP counseling.

- .04 BAC and higher — subject to discharge.

- Third Positive Test**

- .02 BAC and higher—subject to discharge.

- **Testing During and After Shift:**

- First Positive Test**

- .02 to .0399 BAC—three day suspension and SAP counseling.

- .04 BAC and higher—subject to discharge.

- Second Positive Test**

.02 to .0399 BAC—ten-day suspension and SAP counseling.
.04 BAC and higher—subject to discharge.

Third Positive Test

.02 BAC and higher—subject to discharge.

Pre-shift testing and testing during and after shift shall be combined for progressive discipline purposes.

Progressive discipline for positive alcohol random results will be in conformity to the twelve (12) month time limitations outlined in Article 14.

Section 29.8 Rehabilitation and Testing After Returning to Duty

Employees who have tested positive and are subjected to a rehabilitation program will have a maximum of fifteen (15) calendar days to enroll and receive treatment in TAP. A leave of absence for the prescribed length for such treatment shall be granted but will be limited to two (2) leaves of absence. Should an employee refuse to enroll and complete a drug/alcohol assistance program, after it was deemed necessary by a SAP, that employee will be subject to discharge. In addition, any employee may voluntarily enter an assistance program prior to commission of a drug/alcohol related offense.

The length of aftercare programs will be determined by the negotiating parties to this agreement and may include unannounced testing. The number of unannounced testings shall not exceed the numbers determined by DOT. The employee shall comply with the prescribed after care program and the parties return to work agreement.

After such a leave, further evidence of drug or alcohol abuse will be grounds for termination. While on such leave, and for the first month only, the employee shall accrue those benefits provided employees who are unavailable for work due to injury or illness occurring on the job, i.e., pension, health and welfare, vacation, holidays and sick leave (integrated with SDI where appropriate). Funeral leave and jury duty shall not be payable. No benefits shall be accrued during any extension though the employee may pay for his own health and welfare coverage under Article 11, Section 5

Section 29.9 Preparation for Urine Drug Testing

WMAC, in conjunction with its sample collection clinic, and its laboratories shall develop a clear, well documented procedure for collecting, shipping and keeping records, for urine specimens.

- A. **Prerequisites:** Upon arrival at the collection site, an employee must provide the collection agent with:
 - Photo identification.
 - An authorization form for urinalysis drug screening.

Each collection site will have a supply of forms.

If the employee arrives without the above-listed items, the collection agent should contact company representative.

- B. Control Procedures:** The collection agent verifies the identity of the employee. The employee signs the consent form and the collection agent signs as a witness.

A standard DOT-approved urine custody and control form will be supplied by the appropriate laboratory. This form must be used by all collection facilities.

The employee enters his or her social security number in the space labeled "Employee I.D. No. or Social Security No." After the donor dates and initials the custody and control form, the collection agent will sign in the space provided.

- The collection agent insures that the form contains the Employer name and address.
- The collection agent ensures that the form contains the Medical Review Officer name and address.
- The collection agent specifies which drugs the specimen is to be tested for by checking the appropriate box.
- The collection agent specifies the reason for testing by checking the appropriate box.
- The collection agent will be provided with a copy of this Agreement.

Upon completion of sample collection a copy of the chain of custody form is sent to the MRO.

C. Collection Procedures:

No unauthorized personnel will be allowed in any area of the collection site. Only one controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. If the employee requests it, the collection agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

The employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, and soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent provides the employee with a new unused collection cup after random selection of the sealed kit.

The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy.

The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. The collection agent then shall determine that the container contains at least forty-five (45) milliliters of urine. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids and, after a reasonable time, not to exceed two (2) hours, again attempt to provide a complete sample using a fresh specimen container. The original specimen shall be discarded.

Employee being tested is allowed up to three (3) hours to produce a specimen of sufficient volume (45 ml). During the three (3) hour period, the individual is allowed to consume not more than forty (40) ounces of fluid. The three (3) hour rule starts when the individual informs the collection site person that he/she is unable to provide a specimen.

If after the three (3) hour period, the individual is still unable to produce a specimen of sufficient volume, the testing shall be discontinued and the Employer shall be so notified. The Employer shall then refer the individual for medical evaluation to determine whether or not the inability to produce a sample is due to a genuine medical problem or if it constitutes a refusal to test.

Procedures for urine, collection will follow DOT guidelines to ensure an individual's privacy. A collection agent who has reason to believe that a specimen has been adulterated, which includes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g. abnormal urine color or urine temperature outside the acceptable range, will require the employee to provide another specimen under direct observation by a same gender collection agent. The entire procedure should be repeated including initiation of a new chain-of-custody form and separate packaging for shipping.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens.

D. Split Sample Procedure:

There will be a split sample procedure utilized. When a test kit is received by a laboratory, a thirty (30) ml sealed urine specimen bottle shall be removed immediately for testing.

The shipping container with the remaining sealed bottle shall be immediately placed in secure storage.

The employee's urine specimen will be poured into two (2) containers in the presence of the employee. One (1) container must be filled with no less than thirty (30) ml of urine. Urine in excess of the first thirty (30) ml shall be placed in the second container. Both shall be sealed and then forwarded to a DHHS approved laboratory for testing. If an employee is told that the first sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the urine specimen in the second container be forwarded by the first laboratory to another independent and unrelated, DHHS approved laboratory of the parties' choice for GCMS confirmatory testing of the presence of the drug. All costs associated with the second test shall be paid by the employee. Disciplinary action can only take place after the second laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first laboratory reports a positive finding while the second test is being performed. If the second laboratory report is negative, the employee will be reimbursed for all lost time.

E. Specimens Shipping Preparations:

After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places the sealed specimen bag in the shipping box and seals the box with the tape provided.

The employee receives a copy of the urine custody and control form.

The company will use United Parcel Service or Airborne for transportation of specimens whenever possible.

ARTICLE 30 GENERAL SAVINGS CLAUSE

Section 30.1 Unlawful Provision

Any provision of this Agreement between Waste Management of Alameda County and the Brotherhood of Teamsters, Local No. 70, adjudged to be unlawful by a final decision of a Tribunal or a Court of competent jurisdiction, shall be treated for all purposes as null and void; but all other provisions shall continue in full force and effect, except as provided hereinafter in this covenant. Both parties agree that in the event any provisions are rendered inoperative by the foregoing processes, the same is to be immediately re-negotiated so as to remove objectionable features.

Section 30.2 Legislation Regulation Affect

If any portion of the wage increases or fringe benefit improvements agreed upon by the parties, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such wage increases or improved fringe benefits, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at anytime during the life of this Agreement and any extension thereof. This shall be applicable upon expiration, termination or relaxation of controls, or upon specific approval granted in any applications made by the parties to the Secretary of the Treasury of the Cost of Living Council.

ARTICLE 31 TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2017 to and including June 30, 2022 and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

In the event of an inadvertent failure by either party to give the notice set forth in this Article, such party may give such notice at any time prior to the termination or automatic renewal of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

At the Union's option this Agreement may be extended at five year intervals subject to ratification of the membership and agreement of the Company.

IN WITNESS WHEREOF, we have set our hands and seal this ____ day of _____, 2017.

FOR THE UNION: TEAMSTERS LOCAL 70

Marty Inates

10/28/17

FOR THE COMPANY: WASTE MANAGEMENT OF ALAMEDA COUNTY, Inc.

Bruce Stalnick, President

11/13/2017

MEMORANDUM OF AGREEMENT

BETWEEN
TEAMSTERS LOCAL 70
AND
WASTE MANAGEMENT

Tolling Language defined as "All discipline except for those issued under Article 29 shall be administered on a rolling nine (9) month period. These rolling periods shall be suspended during leaves of absence in excess of thirty (30) consecutive days. Upon return from said leave, the employee shall be returned to the same place in progressive discipline as they were at the commencement of leave period."

WMAC/LOCAL 70 RULE FAILURE COACHING:

- Coaching events will no longer be considered "rule failures" subject to discipline unless they are:
 - 1) "Driving too close" defined as traveling at speeds at or in excess of 35mph and a distance of less than 2.5 seconds,
 - 2) Traffic violations such as speeding (in excess of 10 mph), stop lights, stop signs, etc.,
 - 3) Electronic devices and Bluetooth devices worn in the ear,
 - 4) Other rules set forth in CBA (Ex. Accidents, Incidents, LCR).
- Remove all discipline under the Drive-Cam Policy as of the date of ratification.

APPENDIX A — LIFE CRITICAL RULES

Any violation of the Life Critical Rules may result in discipline as listed below, irrespective of whether property damage or personal injury is involved.

1. First offense within 9 month period — three day suspension in accordance with the grievance procedure.
2. Second offense within 9 month period — two week suspension in accordance with the grievance procedure.
3. Third offense within 9 month period — the driver may be discharged in accordance with the grievance procedure. In determining whether discharge is appropriate, the Employer shall take into consideration the driver's tenure and safety record as well as the type of equipment being operated.

LIFE CRITICAL RULES

1. Backing a vehicle with someone on the riding step: Never drive in reverse unless all helpers are visible and no helpers are on the riding step(s).
2. Safely securing the vehicle: Never climb in, on or under a vehicle without safely securing the vehicle. This includes walking or placing any part of your body under a raised tailgate, body or hoist.
3. Seat Belt: Seat belts are required and are to be used for every passenger in the truck. Drivers are not to leave the yard without a seat equipped with a seat belt for everyone in the truck. Drivers are to use seat belts when traveling to and from disposal sites and from the domicile to the first stop, last stop on route to the disposal site and when the vehicle is on a public road with a speed limit at or above 35 mph and travels more than 0.5 miles. Drivers must also wear seat belts at any time when the body of the vehicle is raised. On the Altamont and Redwood landfill properties, seat belts must be worn to and from the drop and hook pad and to and from the tipping area.
4. Tipping Floor Policy: A helper is not permitted out of the cab in the Tipping Area. Only the driver can exit the truck in the work zone.
5. Parking Brake Operation: Drivers operating WM Vehicles must apply the parking brakes when parking.
6. Backing a dual drive vehicle from the right side: Never back without motorized mirrors, rear camera and swivel mounted monitor, if equipped with same.

7. Exceeding the speed limit posted or set by policy for the following:
 - School Zone. Drivers must observe the posted speed limit in school zones as required by law.
 - Riding Step. Do not allow personnel to ride outside of the cab if the truck is traveling over 10 mph/16 kph or traveling farther than 2/10^h of a mile/1/4 kilometer (approximately two city blocks).
 - Stand-Up Right-Side Driving. When in the stand-up right-side drive position, never operate the truck over 25 mph/30 kph and never travel greater than 0.25 of a mile or 0.40 of a kilometer between stops.
8. Zigzagging: Zigzagging is operating the vehicle back and forth or side to side against the flow of traffic. Zigzagging is permitted when it is approved in advance. The Employer will maintain a list of exemptions. Exemptions shall be noted on route books.
9. Double Siding: Double siding is not an alternative to zigzagging. Double siding is permitted, however, when it is approved in advance. The Employer will maintain a list of exemptions. Exemptions shall be noted on route books.
10. Modifying or Disabling Safety Devices: It is prohibited to change, disable, disconnect or modify safety equipment. Manufacturer's approval must be obtained before any changes are made in the use or design of the equipment. Authorized and specially trained technicians must perform the work.

APPENDIX B - WAGE EQUALIZATION

From July 29, 2007 through July 1, 2011, all bargaining unit employees shall receive a minimum wage increase of 3.4%. The first such increase shall be effective July 29, 2007 and thereafter on July 1, through July 1, 2011. For some classifications and employees, wages will be further adjusted as set forth in Appendix B for the purpose of equalizing wages.

The July 29, 2007 rates above represent both wage rate increases and a cost-of-living adjustment, and further represent the parties' attempts to equalize the Driver, Automated Driver, Recycle Driver/Helper, Helper and Utility Sweeper wage rates over the life of this collective bargaining agreement. To accomplish this objective, in the first year, the Casual/New Hire rate moves to \$21.20 per hour. The Driver, Utility A&B and Operator classification shall receive a \$1.45 per hour total increase. The total increases for the Automated Driver, Recycle Driver/Helper, Helper and Utility Sweeper classifications vary due to the attempt to equalize those rates over the life of the contract, with current Automated Drivers temporarily red-circled at \$28.25 per hour.

Effective July 1, 2008, all classifications with the exception of Automated Driver, Recycle Driver, and Helper classifications shall receive a cost of living adjustment pursuant to terms of the cost of living provision in the parties' agreement, and then adjusted further by \$0.50 per hour as part of the parties' effort to equalize wage rates. The Automated Driver classification shall be increased in accordance with the cost of living provision in the parties' agreement, less \$0.40 per hour, as part of the effort to equalize wage rates. The Recycle Driver classification shall be increased in accordance with the cost of living provision in the parties' agreement, and then adjusted further by \$1.00 per hour, again as part of the effort to equalize wage rates. The Helper classifications shall be increased to equal the Driver rate. For all classifications, unless otherwise specified, in no case shall the annual cost of living percentage increase be less than 3.4%.

Effective July 1, 2009, all classifications with the exception of Automated Driver and Recycle Driver shall receive a cost of living adjustment pursuant to terms of the cost of living provision in the parties' agreement. The Automated Driver classification shall be increased in accordance with the cost of living provision in the parties' agreement, less \$0.50 per hour, as part of the effort to equalize wage rates. The Recycle Driver classification shall be increased in accordance with the cost of living provision in the parties' agreement, and then adjusted further by \$1.00 per hour, again as part of the effort to equalize wage rates. For all classifications, unless otherwise specified, in no case shall the annual cost of living percentage increase be less than 3.4%.

Effective July 1, 2010, all classifications with the exception of Automated Driver and Recycle Driver shall receive a cost of living adjustment pursuant to terms of the cost of living provision in the parties' agreement. The Automated Driver classification shall be increased in

accordance with the cost of living provision in the parties' agreement, less \$0.20 per hour, as part of the effort to equalize wage rates, The Recycle Driver classification shall be increased in accordance with the cost of living provision in the parties' agreement, and then adjusted further by \$1.10 per hour, again as part of the effort to equalize wage rates. For all classifications, unless otherwise specified, in no case shall the annual cost of living percentage increase be less than 3.4%.

Effective July 1, 2011, all classifications shall receive a cost of living adjustment pursuant to the terms of the cost of living provision in the parties' agreement, but in no case shall the annual cost of living percentage increase be less than 3.4%

Beginning July 1, 2012 until July 1, 2016, the applicable CPI rate will be 2.7%. If the consumer price index provided for exceeds 2.7%, then the rates referenced herein shall be increased accordingly.

Beginning July 1, 2017 until July 1, 2021, the applicable CPI rate will be 2.7%. If the consumer price index provided for exceeds 2.7%, then the rates referenced herein shall be increased accordingly. The percentage increase in the CPI each year shall be computed on the basis of the Percentage increase for the 12-month period between February of the prior year and February of the same year.

APPENDIX C – WAGE/PENSION RATES

July 1, 2017-June 30, 2022

WAGES

Effective July 1, 2017, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire			

Effective July 1, 2018, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire			

Effective July 1, 2019, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire			

Effective July 1, 2020, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire			

Effective July 1, 2021, the wage rates for each classification shall be as follows:

	Hourly Rate	Overtime Rate	Daily Rate
All Classifications except Casual/New Hire			

The following is applicable to all calculations referenced herein:

A. Effective July 1, 2017, the Casual/New Hire rate shall be as follows:

0 months to end of probation period:	75% of the then current All Classification rate
Date probation ends:	80% of the then current All Classification rate
13 months after probation ends:	90% of the then current All Classification rate
25 months after probation and thereafter:	100% of the then current All Classification rate

B. Existing Red Circled Head Route Drivers shall receive 6% above the All Classification rate.

C. From July 1, 2008, through July 1, 2011, all of the above charts are calculated at a CPI rate of 3.4%. If the consumer price index provided for in the agreement exceeds 3.4%, then the rates referenced herein shall be increased accordingly. Beginning July 1, 2012 through July 1, 2016, the applicable CPI rate will be 2.7%. If the consumer price index provided for in the agreement exceeds 2.7%, then the rates referenced herein shall be increased accordingly. Beginning July 1, 2017 through July 1, 2021, the applicable CPI rate will be 2.7%. If the consumer price index provided for in the agreement exceeds 2.7%, then the rates referenced herein shall be increased accordingly. The percentage increase in the CPI each year shall be computed on the basis of the Percentage increase for the 12-month period between February of the prior year and February of the same year.

D. The Casual/New Hire rate does not apply once the employee begins his or her twenty-fifth calendar month of employment after probationary period ends.

PENSION

Effective Date	Contribution Increase	Minimum Contribution/Hour *	Minimum Weekly Contribution
07/01/2017	CPI but no less than 3.4%		
07/01/2018	CPI but no less than 3.4%		
07/01/2019	CPI but no less than 3.4%		
07/01/2020	CPI but no less than 3.4%		
07/01/2021	CPI but no less than 3.4%		

* The chart above is based on the assumption that the annual CPI is three point four percent (3.4%) or less each year. In the event the CPI exceeds three point four percent (3.4%) in any year

of this contract, then the pension contribution increase will be calculated using that CPI amount. Thus, the chart above shows only the guaranteed minimum increase each year.

APPENDIX D - LETTER OF UNDERSTANDING: Civicorps Apprentice Program

This Letter of Understanding is entered into by and between WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. (hereinafter "Employer" or "WMAC") and Teamsters Local 70 (hereinafter "Union") (collectively "Parties"). The Parties hereby agree to the following Letter of Understanding as it relates to the parties' collective bargaining agreement ("Agreement") which expires on July 1, 2017.

The Parties agree to amend and modify their agreement effective July 1, 2015, as follows:

1.1 Commercial Organics Collection Apprentices. For periods to be determined of approximately two (2) years during the term of the Agreement, WM shall employ two (2) apprentices (each, a "Commercial Organics Collection Apprentice") to be trained as drivers to operate collection routes for Commercial Organic Materials Subscription Collection Service and provide such collection services to Customers. For each Commercial Organics Collection Apprentice the apprenticeship program shall end upon completion of such period.

(a) Compensation. A new classification and pay rate shall be established for Apprentices as follows: each Commercial Organics Collection Apprentice will be paid (i) for the first six (6) months of work as a Commercial Organics Collection Apprentice, sixty percent (60%) of the then-current all-classification rate under the Agreement, (ii) for the second six (6) months of work as a Commercial Organics Collection Apprentice, sixty-five percent (65%) of the then-current all-classification rate under the Agreement; (iii) for the third six (6) months of work as a Commercial Organics Collection Apprentice, seventy percent (70%) of the then-current all-classification rate under the Agreement; and (iv) from and after eighteen (18) months of work as a Commercial Organics Collection Apprentice and until the end of such apprenticeship period for such Commercial Organics Collection Apprentice, seventy-five percent (75%) of the then-current all-classification rate under the Agreement.

(b) Benefits. WMAC shall contribute for each Commercial Organics Collection Apprentice to the East Bay Drayage Drivers Security Fund Plan 1980 and the Western Conference of Teamsters Pension Plan pursuant to the terms of the Agreement. Each Commercial Organics Collection Apprentice will accrue (x) one (1) paid day of sick leave for each two (2) month period of employment as a Commercial Organics Collection Apprentice and (y) five (5) days of paid vacation leave for each one (1) year period of employment as a Commercial Organics Collection Apprentice. Each Commercial Organics Collection Apprentice will receive a boot allowance or work boots, as determined by WM in its discretion, uniforms and personal protective equipment (PPE), and work attire, in each case as determined under the Agreement. For all other purposes, all terms and

conditions of the Agreement shall apply to the Commercial Organics Collections Apprentices, including but not limited to the Union Security provision at Section 1.2.

- (c) Training; Program Administration. The apprenticeship program for Commercial Organics Collection Apprentices will be jointly administered by WM and Civicorps. Each Commercial Organics Collection Apprentice will receive (i) training in collection of Commercial Organic Materials, proper and safe operation of vehicles and providing service to Customers, (ii) educational and job-training related materials and manuals, (iii) all proper and necessary company attire and safety gear (provided that if WM provides a boot allowance provided pursuant to Section 1.1(b) appropriate work boots will be purchased by such Commercial Organics Collection Apprentice), (iv) supervision by route managers and (v) quarterly performance reviews, which will be communicated to Civicorps and Local 70. Each Commercial Organics Collection Apprentice will be required to attend periodic safety meetings. Each Commercial Organics Collection Apprentice will receive from Civicorps vocational counseling and guidance and training in other soft skills such as computer programs and money management.
- (d) Work Requirements. Each Commercial Organics Collection Apprentice shall be required to have, when initially hired into this apprenticeship program and throughout the course of the apprenticeship, a current and valid Class B Commercial Driver License issued by the State of California, Department of Motor Vehicles. Each Commercial Organics Collection Apprentice shall be subject to (i) random drug screens as determined pursuant to regulations under the federal Motor Carrier Act of 1980, WM corporate policy and the Agreement, (ii) work rules and discipline pursuant to WM corporate policy and the Agreement, and (iii) the ninety (90) day probationary period under the Agreement.
- (e) Post-Apprenticeship Opportunities. Each Commercial Organics Collection Apprentice who successfully completes the approximately two (2) year apprenticeship program and performs satisfactorily during such two (2) year period may apply for a permanent position as an employee under the Agreement, if and when such a position is available. If hired, such person shall not be subject to a second probationary period and will be paid under the current progression rates of the Local 70 and Waste Management collective bargaining agreement.

1.2 Non-COL Collection Apprentices. For each approximately two (2) year period during the Term, Civicorps shall employ and second to WM up to four (4) apprentices (each, a "Non-COL Collection Apprentice") to be trained as helpers on collection routes for Commercial Organic Materials Subscription Collection Service and such other collection routes as may be approved by the Union and trained as drivers in the yard on equipment used in Commercial Organic Materials Subscription Collection Service. For each Non-CDL Collection Apprentice the apprenticeship program shall end upon completion of such approximately two (2) year period.

- (a) Assignment. WMAC shall not assign CDL Collection Apprentices to any work which would, but for such assignment, be performed by employees covered by the Agreement.
- (b) Training; Program Administration. The apprenticeship program for Non-CDL Collection Apprentices will be jointly administered by WM and Civicorps. Each Non-CDL Collection Apprentice will receive from WM (i) training in the yard for and assistance in obtaining a California Class B Commercial Driver License, (ii) training on all non-Commercial Driver License activities related to this apprenticeship program; (iii) training on proper and safe operation of vehicles and providing service to Customers and, as time permits for Non-COL Collection Apprentices who have obtained a California Class B Commercial Driver License with all such activities occurring in the yard, (iv) educational and job-training-related materials and manuals, (v) all proper and necessary company attire and safety gear and appropriate work boots will be provided to such Non-COL Collection Apprentice, (vi) supervision by route managers and (vi) quarterly performance reviews, which will be communicated to Civicorps. Each Non-COL Collection Apprentice will be required to attend periodic safety meetings. Each Non-COL Collection Apprentice will receive from Civicorps vocational counseling and guidance and training in other soft skills such as computer programs and money management.
- (c) Work Requirements. Each Non-CDL Collection Apprentice shall be required to have at a minimum, when initially seconded by Civicorps to WM into this apprentice program and throughout the course of the apprenticeship, a current and valid Driver License issued by the State of California, Department of Motor Vehicles. Secondment of each Non-COL Collection Apprentice to WM shall be subject to (i) a minimum of eighty (80) hours of work in the apprenticeship program per month, (ii) random drug screens as determined pursuant to WM corporate policy, (iii) work rules and discipline pursuant to WM corporate policy, and (iv) a ninety (90) day probationary period pursuant to WM corporate policy.
- (d) Post-Apprenticeship Opportunities. Each Non-COL Collection Apprentice who successfully completes the approximately two (2) year apprenticeship program and performs satisfactorily during such two (2) year period will be considered for a position as a Commercial Organics Collection Apprentice.

Any dispute regarding the application or interpretation of this Letter of Understanding or any other covered dispute shall be governed by the grievance and arbitration procedure contained in the Agreement.

This understanding shall be incorporated into the parties' current Agreement and shall remain a term of the parties' agreement unless modified in writing by the parties. The remaining terms of the Agreement shall remain in full force and effect except as modified above.

Teamsters Local 70

400 Roland Way - Oakland, CA 94621
510-569-9320 office 510-569-1906 fax
ibt70@teamsterslocal70.org

Executive Board

Marty Frates	Secretary-Treasurer
Dominic Chiovare	President
Jim Fried	Vice-President
Ruben Bustillos	Recording-Secretary
Kelsey Frazier	Trustee
Rich Fierro	Trustee
Henry Buchanan	Trustee

Business Agent

Felix Martinez
Office: 510-569-0539
Cell: 510-305-6881

Negotiating Committee

For the Union:

Felix Martinez
Jim Fried
Mike Smith
Chris Nelson
Walt Rogers
Ricardo Moran
Terry Kuykendall
George De Jesus
Mike Garcia

For the Company:

Barry Skolnick
Dino Fontana
Todd Nienhouse
Theo Galoouzis

Health & Welfare

East Bay Drayage Drivers Security Fund
855-263-7242 Main Office
510-636-0381 Claudia Herrera

Pension

Western Conference of Teamsters Pension Trust Fund
1000 Marina Blvd. Suite 400 Brisbane, CA 94005
800-845-4162

Teamsters Assistance Program (TAP)

(510) 562-3600 (800) 253-8326