

Collective Bargaining Agreement

By and between

Tayman Industries, Inc.
d/b/a Republic Services of San Diego
And

Teamsters Local Union No. 542

Affiliated with

The International Brotherhood of Teamsters

Effective Upon ratification through November 30, 2022

2018 – 2022 Agreement
Republic Services - Eastgate
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Tayman Industries, Inc d/b/a Republic Services San Diego
2018-2022 Agreement

This agreement is entered into by and between Tayman Industries, Inc d/b/a Republic Services San Diego, hereinafter referred to as the Employer or Company, and Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 542, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I
COVERAGE OF AGREEMENT

This agreement shall have application to all employees within the classifications mentioned in Article V.

ARTICLE II
RECOGNITION UNION SHOP AND CHECK-OFF

- A. **RECOGNITION**: The Employer recognizes the Union as the exclusive representative of the employees covered by this agreement for collective bargaining. It shall be a condition of continued employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this section shall remain members in good standing and those who are not members on the effective date of this section shall on the thirty-first (31st) day following such date, become and remain members in good standing in the Union. On and after the sixty-first (61st) day of employment an employee shall be deemed to be a regular employee. The effective date of this clause shall be the date of execution or the effective date of this agreement, whichever shall be the later.
- B. **NEW EMPLOYEES**: When new or additional employees are needed, the employer shall notify the Union of the number and classification of employees needed. The Union may nominate applicants for such jobs. The Employer shall choose between any nominees of the Union and any other applicants on the basis of their qualifications for the job. No applicants will be preferred or discriminated against by the Employer or the Union because of membership or non-membership in the Union.

The Company recognizes the Union as the sole and exclusive representative for all employees at the Company's facility located at 5692 Eastgate Drive, San Diego, CA 92121. All other employees, including office clerical, temporary employees, guards and supervisors as defined in the Act are not represented by the Union and are not part of the Bargaining Unit.

- C. **NOTICE OF HIRE, RE-HIRE AND TERMINATION**: The employer agrees to notify the Union of all terminations and hires or rehires within three (3) business days.

- D. SEVENTY-TWO HOUR NOTICE: The Union agrees that written notice shall be given to the Employer at least seventy-two (72) hours before any employee is to be removed from his employment by reason of his failure to obtain or maintain his membership in good standing in the Union.
- E. UNION DUES CHECK-OFF: Each employee subject to the provisions of this agreement, for whom a written authorization is provided, may authorize the Employer in writing to deduct union dues, initiation fee, re-initiation fee, and/or uniform assessments of the Local Union.

The Employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees, re-initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the fifteenth (15th) day of each month for which the deduction is made.

The Union will indemnify and hold the Employer harmless from any claims, suits, grievances, attorneys' fees, or any other form of liability as a result of making payroll deductions for union dues, provided that the Employer shall notify the Union of any such claim within a reasonable period of time. Once the Union is notified, it shall have the right to defend the employer at the Union's expense. In the absence of notice by the Employer to the Union of such a claim, the Union shall have no liability.

ARTICLE III WORKING CONDITIONS

- A. The Wage rates and Classifications covered by this agreement are set forth in the schedules identified as Article V, attached hereto and made a part hereof.
- B. RATES OF PAY AND CONDITIONS NOT REDUCED BY THIS AGREEMENT: The Employer agrees that no employee member of the Union, who, prior to the date of this agreement was receiving more than the rate of wages designated in this agreement, or conditions better than those herein provided for the class of work in which he was engaged, shall suffer a reduction in the rate of wages or conditions of employment through the operation of, or because of the adoption of, this agreement; and, in addition, no employee will receive less than the general increases as negotiated, and provided in Article V of this agreement on the dates herein specified.
- C. WORK PERFORMED IN A HIGHER CLASSIFICATION: When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is directed to work in a lower classification he shall receive his regular rate of pay for the entire day in which such work is performed.

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

The Company and the Union recognize that there will be, from time to time, the need to support the staffing levels from a Tayman Industries, Inc. d/b/a Republic Services San Diego to Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego and Allied Waste Services of Chula Vista and vice versa. Should any of the employees be offered or are required by the Company to work at one of the yards herein mentioned, it shall be under the following conditions:

- 1- Should the Company require (force) an employee to perform work from Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego and Allied Waste Services of Chula Vista to Tayman Industries, Inc. d/b/a Republic Services San Diego, the employee will continue to be covered under the provisions of the Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego Collective Bargaining Agreement (CBA).
 - 2- Should an employee from Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego and Allied Waste Services of Chula Vista voluntarily transfers to a permanent position at Tayman Industries, Inc. d/b/a Republic Services San Diego, such employee shall receive the highest rate of pay in line with other employees performing the same or like work.
 - 3- Should the Company require an employee to perform work from Tayman Industries, Inc. d/b/a Republic Services San Diego to Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego and Allied Waste Services of Chula Vista, the employee will receive all compensations as outlined under the Allied Waste Services, Inc., doing business as Allied Waste Services of San Diego Collective Bargaining Agreement (CBA).
- E. PAYROLL CHECK: Upon the request of the Union on behalf of an employee whose time or pay is questioned. The Employer agrees to submit the payroll records of such employee for an on-the-premises audit by an agent of the Union. Upon request of the Union, the Employer will provide a copy of a seniority list to include Employee's Name, Classification, Date of Hire, and Rate of Pay. TIME CLOCK: The Employer shall install and maintain a time clock or remote electronic clocking in system at all times, for the purpose of computing all hours worked.
- F. SAFETY AND HEALTH: The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. All protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided for and the cost assumed by the Employer. Use of such equipment shall become a condition of employment.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment, until such equipment has been approved as being safe by the maintenance or mechanical department. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to work with or take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the maintenance or mechanical department.

- G. UNIFORMS & WORK BOOTS: The Company shall furnish each employee eleven (11) sets of uniforms upon completion of probation of New Hires and all current Employees upon ratification of this Agreement. The Employer will launder uniforms on a weekly basis. Employees must return all uniforms upon termination of employment. The company will provide one (1) pair of boots per year under the Company voucher program (up to \$200.00/year).
- H. UNION BULLETIN BOARD: The Employer agrees to provide a locked bulletin board at each facility. The Company will make a reasonable effort to not obstruct the Bulletin Board. Postings by the Union on such board shall be confined to official business of the Union.
- I. 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, collection of dues, and ascertaining that the agreement is being adhered to. Union agents will not interfere with work while on Employer property. Authorized Agents must give the Employer reasonable notice of visiting a facility and observe all safety and attire requirements.

ARTICLE IV
WORK WEEK – WORKING HOURS AND OVERTIME

- A. Exclusive of meal period for each work day, the work week shall consist of six (6) work days, Monday through Saturday. One and one-half (1½) times the regular hourly rate of pay shall be paid all employees for all hours worked in excess of eight (8) hours a day or forty (40) hours in a work week. All employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked on Sundays.

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

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

B. TIME WORKED: All employees covered by this agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report to work and registers in until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State, or City Regulations, which occur through no fault of the driver, shall be paid for exclusive of meal periods. Each meal period shall not exceed one (1) hour and no less than thirty (30) minutes.

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

ARTICLE V
WAGE RATE

The hourly wage rates of pay for the various classifications of work covered by this agreement shall be as follows:

Classification	Wage Rate	\$ 11.50	\$ 12	\$ 13	\$ 14	\$ 15
		3/1/18	3/1/19	3/1/20	3/1/21	3/1/22
Relief Drivers	\$23.00	\$24.00	\$25.00	\$26.00	\$26.50	\$27.15
Drivers	\$21.00	\$21.96	\$22.92	\$23.80	\$24.68	\$25.00
	\$20.00	\$21.20	\$22.40	\$23.50	\$24.60	\$25.00
	\$19.00	\$20.44	\$21.88	\$23.20	\$24.52	\$25.00
	\$18.50	\$20.06	\$21.62	\$23.05	\$24.48	\$25.00
	\$18.00	\$19.68	\$21.36	\$22.90	\$24.44	\$25.00
	\$17.50	\$19.30	\$21.10	\$22.75	\$24.40	\$25.00
	\$17.00	\$18.92	\$20.84	\$22.60	\$24.36	\$25.00
	\$15.00	\$18.92	\$20.84	\$22.60	\$24.36	\$25.00
Helpers	\$15.00	\$16.08	\$17.16	\$18.15	\$19.14	\$19.50
	\$12.00	\$13.80	\$15.60	\$17.25	\$18.90	\$19.50
	\$11.50	\$13.42	\$15.34	\$17.10	\$18.86	\$19.50
Technician	\$21.00	²³⁻ \$22.68	²⁴⁻ \$24.36	²⁶⁻ \$25.90	²⁸⁻ \$27.44	³⁰⁻ \$28.00
	\$16.00	\$18.88	\$21.76	\$24.40	\$27.04	\$28.00
	\$13.50	\$16.98	\$20.46	\$23.65	\$26.84	\$28.00
Welder	\$16.00	\$17.78	\$19.56	\$21.19	\$22.82	\$23.41
	\$14.00	\$16.26	\$18.52	\$20.59	\$22.66	\$23.41
Non-CDL Scout Driver	\$15.00	\$16.55	\$17.10	\$18.10	\$18.90	\$19.50

NO Employee will have a reduction of Wage Rate due to Negotiated Wages.

Second and Third Shift differential, twenty-five cents (\$.25) per hour.

Helpers without CDL: Upon obtaining a commercial driver license permit, the wage rate is to increase twenty-five cents (\$.25). Employee to receive, Helper I wage rate, providing individual meets following requirements:

1. Valid Commercial Driver's License.
2. Clean DMV record.
3. Excellent attendance record.
4. Ability to drive equipment required.

Mechanics will receive \$100.00 per quarter for use of their tools.

ARTICLE VI HOLIDAYS

The holidays set forth below are recognized by the employer during the terms of this agreement as follows:

NEW YEAR'S DAY	INDEPENDENCE DAY	THANKSGIVING
MEMORIAL DAY	LABOR DAY	CHRISTIMAS DAY
*1 FLOATING HOLIDAY		

*Floating holidays will be approved on a first come first serve basis at the individual's discretion and management approval. Unused floating holidays will be paid out annually in December.

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday.

All eligible regular, full time employees shall be paid for the holidays recognized by the company, provided they have fulfilled all of the following conditions:

1. Be a regular full time employee who has been on the payroll of the company for a period of sixty (60) continuous days.
2. If scheduled to work the holiday, must work the holiday scheduled.
3. Must work the full assigned scheduled work day immediately preceding the holiday.
4. Must work the full assigned scheduled work day immediately following the holiday.
5. Paragraph 2, 3, and 4 above do not apply when an employee is excused from work by the Employer.

Any regular full time employee scheduled to work on the holiday and who does not report as scheduled for work on the holiday will not be paid holiday pay.

Any regular full time employee scheduled work on a holiday and who does not complete the assigned work holiday schedule, due to his own volition, will not be paid holiday pay, but will be

paid two (2) times his/her regular straight time hourly rate of pay only for the hours actually worked on the holiday.

When no work is performed on a recognized holiday, eligible regular full time employees shall be paid for such recognized holiday on the basis of eight (8) hours pay at the eligible employee's regular straight-time hourly rate of pay.

ARTICLE VII
VACATION

- A. Employees covered by this agreement who have completed one (1) year of service with the employer shall receive one (1) week vacation with pay.
- B. Employees who have completed two (2) years of service with the employer shall receive two (2) weeks vacation with pay.
- C. Employees who have completed eight (8) years of service with the employer shall receive three (3) weeks vacation with pay.
- D. Employees who have completed fifteen (15) years of service with the employer shall receive four (4) weeks vacation with pay.

Employees with over twenty (20) years or more select first, for all allowable vacations. Any employee with less than twenty (20) years will select up to two (2) weeks based on seniority. All other remaining vacation time will be scheduled only after all other employees have selected their two (2) weeks.

- E. Employees will receive vacation allotments on January 1st of each year. Vacation pay will be fifty-two (52) hour week at straight time rate of pay for each week of vacation earned. Unused vacation will be paid out annually in December.
- F. The employee may take time off for a vacation, however, the time to be taken off shall be mutually agreed upon in advance by the Employer and the employee.
- G. Upon request, on a form provided by the Company, an employee shall receive his vacation pay when he leaves on his vacation.
- H. An employee who quits or who is discharged before the completion of any full year of employment, shall be entitled to a pro-rated vacation pay allowance upon severance of employment, computed upon the same formula he would have received had he completed such year of employment; provided, however, that upon termination of employment for any reason the terminated employee shall not be entitled to such pro-rated vacation pay until he has completed the first six (6) months of employment. Pro-rated vacation pay shall be paid with final check upon severance of employment.

- I. Laid off employees who are qualified to receive pro-rated vacation pay at time of lay-off, shall have the option of collecting accumulated pro-rated vacation pay for the portion the employment year worked at the end of thirty (30) days following date of such lay-off. Lay-off status of more than thirty (30) days duration shall not be counted in qualification for future vacation benefits should such laid off employee later be recalled and returned to work. Should such laid off Employee, however, be recalled and returned to work within one hundred and twenty (120) days of the date of such lay-off, all time accumulated prior to date of lay-off shall be used in establishing qualifications for future vacation benefits.
- J. Employees will stop accruing vacation benefits while absent from work due to sickness, injury or other reasons after ninety (90) days of absence.

ARTICLE VIII
SENIORITY AND LAY-OFFS

A. For the purpose of this contract, seniority is defined as the length of continuous service with the Employer dating from the regular employee's last date of hire within the bargaining unit at its 5692 Eastgate Drive, San Diego, CA 92121 facility. The Company may elect to grant employees who transfer into the facilities seniority for other purposes such as vacation and sick days. A regular employee is defined as an employee who has completed sixty (60) continuous calendar days of employment. Probation may be extended by mutual agreement between the Company and the Union.

B. In all cases of layoff and recall from layoff, seniority among regular employees within the department and job classification affected will govern where it is determined by the Employer that the relative skill, ability, and qualifications to perform the work are substantially equal. The Employer's determination shall be subject to the grievance and arbitration procedure.

C. In all cases of promotions within the bargaining unit, shift preference where openings occur, transfer among employees where openings occur and preference of route where openings occur seniority among regular employees within the department and job classification affected will govern where it is determined by the Employer that the relative skill, ability, and qualifications to perform the work are substantially equal. For all of the instances mentioned under this paragraph, the Employer will post any openings for a period of seven (7) calendar days immediately after an opening occurs. The posting will provide all pertinent information of the job with space available for all interested employees be able to write their name.

D. Seniority will be lost for any of the following reasons:

- 1. Discharge for just cause.
- 2. Voluntary quit.
- 3. Retirement.
- 4. Failure to report to work within three (3) working days after recall.

5. Absence from work due to non-job-related illness or non-job-related injury in excess of ninety (90) days.
6. Layoff in excess of ninety (90) days.

ARTICLE IX
DISCIPLINE

- A. **DISCHARGE**: It is mutually agreed that the Employer reserves the right to discharge any employee for sufficient and proper cause, provided, however, that no employee shall be discharged or discriminated against for upholding union principles, and taking part in normal Union activities. In addition, any employee who works under the instructions of the Union or who serves on a committee shall not be discriminated against or lose his position for this reason. The Union shall have the right to investigate the discharge of any employee and may protest any discharge believed by the union to be unjustified.
- B. **PROTEST**: Any such protest shall be presented by the Union to the Employer within ten (10) days after such discharge. Thereupon the matter shall be investigated by both parties. Should the parties disagree upon a settlement of the particular case, the matter shall then be submitted to arbitration as provide for under Article X of this Agreement.
- C. Disciplinary consultations will be cumulative within two (2) separate lines of discipline
1) Attendance and 2) General work rules to include safety and accidents.
- D. The Employer will review and discipline Employees involved in an accident on a case-by-case basis (accident by accident).
- E. Warning notices, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Warning notices must be issued within ten (10) working days after the discovery of the violation, in order for it to be valid. The parties may agree to extend the timeline beyond ten (10) days to allow for a thorough investigation. Conclusion of the investigation by the Employer in order to be considered valid. Warning letters shall be specific, not general, in nature as to the alleged violation (i.e. date, place, and nature of violation).
- F. Disciplinary suspensions will be no longer than five (5) days.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

- A. The parties hereto recognize and agree that industrial peace is to be desired at all times in the area covered by this Agreement. To that end, it is agreed that for the purpose of adjusting differences, misunderstandings, disputes, or controversies arising supplemental hereto, and should be handled in the following manner:
1. Grievances shall be limited to disputes arising as to the meaning or application of any provisions set forth in this Agreement. Any employee who believes he has a grievance may present it orally to his supervisor for adjustment with or without his Union representative. No grievance will be recognized by the Employer until such presentation has been made. If the grievance is not settled by this procedure, and the employee wishes to carry it further, he must file his grievance in writing with the Union no later than ten (10) days following the event giving rise to his grievance. The parties hereto shall exercise every amicable means to settle or adjust such grievance. The Union must file a grievance with the Employer within ten (10) days of the event giving rise to the grievance, or the grievance is considered closed.
 2. In the event failure to accomplish this settlement or adjustment of such grievances of the above procedure within ten (10) days after the date the grievance is filed with the Employer, the matter may be referred to arbitration by a written notice by either party to the other party. The parties shall try to agree upon an Arbitrator no later than five (5) days from the date of such notice. If no agreement is reached within the five (5) day period, an Arbitrator shall be selected from a list of seven (7) Arbitrators submitted by the Federal Mediation and Conciliation Service, by alternate striking of names until one (1) name remains.
 3. The Arbitrator shall have no power to alter, amend, change, or to subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in respect of alleged grievance. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute. Costs of the Arbitrator shall be shared equally by the parties. Wages not subject to Arbitration.

ARTICLE XI
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, of unions party to this Agreement, and including primary picket lines at the Employer's place of business. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any services which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service but for such strike, would be performed by the employees of the Employer or person on strike.

ARTICLE XII
LEAVE OF ABSENCE

- A. Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from the Employer with a copy sent to the Union.
- B. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights or termination for the employee involved. Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

ARTICLE XIII
SUBCONTRACTING

The parties agree that, on occasion, a circumstance might arise in which the Employer may need to supplement its workforce with Temporary Employees or utilize a Subcontractor. No member of the Bargaining Unit will suffer a reduction of work or wages due to the use of Temporary Employees.

For instances where the Employer needs to subcontract work, the Employer will utilize a provider that pays at least the minimum wage scale for the classification of similar work in this agreement.

The parties agree that the use of Temporary Driver Helpers will be limited to no more than five (5) in the San Diego County Area and will be used for no more than two (2) weeks after the Temporary Driver Helper is assigned. The Employer will notify the Union of the use of Temporary Employees.

ARTICLE XIV
SICK LEAVE

SECTION 1. All employees shall be entitled to sick leave pay at the rate of five (5) days per year.

SECTION 2. Sick leave shall be payable beginning with the first (1st) day of illness. No proof of such illness is required for the first (1st) day of illness. No proof of such illness is required for the first (1st) day off; however, justification of such absence may be required for those absences before and/or after a weekend/holiday, in order to qualify for pay.

SECTION 3. New employees who have not been in the Company's employ for at least sixty (60) days shall not be eligible for sick leave pay.

SECTION 4. Employees who quit or who are terminated for good cause, shall not receive all unused sick leave pay.

SECTION 5. All employees shall receive all unused sick leave in December.

ARTICLE XV
SUCCESSOR

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

ARTICLE XVI
HEALTH AND WELFARE

A. HEALTH and WELFARE:

Bargaining unit employees will be offered the same health and welfare programs, at the same premiums and benefits, which are provided to the Company's non-bargaining unit employees. The Company may amend, change, alter, modify, substitute, or add to any such benefits, insurance carriers, administrators, coverages, or plans, provided that those changes are consistent with the changes made for non-bargaining unit employees so long as such changes do not lower the levels of benefits currently enjoyed under the company plan.

Effective April 1, 2019 Health and Welfare coverage shall be provided under the Teamsters Sanitation Industry Trust Fund.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents" as may be required for participation in the Trust, and such payments shall be made in accordance with the provisions established by the Joint Board of Trustees.

New employees shall become eligible for benefits on the first of the month following two (2) consecutive months in which they have worked a minimum of eighty (80) hours. The employer shall make payments on all employees who have worked or were compensated for eighty (80) hours in the previous month.

B. WELFARE CONTRIBUTIONS:

Starting on April 1, 2019, based on hours worked or paid for in the preceding month and continuing each month for the duration of the agreement, or any further extension thereof, the Employer agrees to make monthly contributions as specified below to the Teamsters Sanitation Industry Trust Fund for each employee who works or is paid for eighty (80) hours or more. Contributions shall be paid by the 1st of the month following the month in which they are earned.

1. The Employer agrees to pay the amount set forth below for each employee. The benefit package includes Medical, Dental, Vision, Prescription Drug, Chiropractic Care and Life Insurance in the amount of \$25,000.00.

KAISER COVERAGE
BLUE SHIELD
SIMSA

In each year of the agreement, should the increase to the cost of the plan be more than five percent (5%), the amount above five percent (5%) will be borne solely by the Employee through payroll deduction.

Effective April 1, 2019, the Employee co-pay will be 20% of the cost of the Plan, deducted on a weekly basis.

- C. 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 contribution for a period of three (3) months after contribution before 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 before 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 being effective, sufficient monies to pay the required contributions into the Health and Welfare 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.

- D. The parties shall have the right to re-open the provisions of this Article to negotiate new insurance language and cost sharing to the extent a party believes changes are or will be needed to comply with the Affordable Care Act, its regulations or other federal, state or local health care reform legislation; or to avoid or minimize fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, the implementation of Cadillac taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage), assessments, Fund charges or contribution increases beyond those expressly in the contract, or penalties regarding the provision of insurance coverage. The parties shall commence negotiations within thirty (30) days upon receipt of said notice and continue for up to sixty (60) days. Should no agreement be reached, the parties shall have the right to take any legal or economic action they deem necessary.

ARTICLE XVII
RETIREMENT

The Company will permit bargaining unit employees to participate in the Republic Services, Inc. 401 (k) Plan on the same terms and conditions it allows non-bargaining unit employees participate. The Company may amend, change, alter, or modify any such benefits or the administrator, provided that those changes are consistent with the changes made for non-bargaining unit employees.

ARTICLE XVIII
STEWARD CLAUSE

There shall be two (2) Shop Stewards and one (1) Alternate who shall be members in good standing in the Union. (He shall be appointed by the Business Representative of the Union). In addition to his regular work, it will be the duty of the steward to see that only members in good standing with the Union are employed and have the proper work clearance. He shall promptly report all disputes or grievances to an Employer Representative. The steward shall be allowed sufficient time to perform his duties during working hours, not to exceed one-half (½) hour in any one (1) day. The Employer shall notify the Union Representative in all cases of a discharge of Shop Steward. The Union shall notify the Company of any change in the status of a Shop Steward.

ARTICLE XIX
FUNERAL LEAVE

Leave for all employees shall be provided for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. Pay for such leave shall be at the straight-time rate for the hours scheduled for each workday lost because of such absence to a maximum of three (3) days for funerals. Upon request, the employee maybe granted an additional two (2) days leave without pay at the Employer's discretion. Verification of time required for such paid leave shall be supplied to the Employer by the employees, if requested. Immediate family shall be defined as the employee's Spouse, Child, Mother, Father, Brother, Sister, Grandparents, Grandchildren or Father, Mother, Brother, and Sister In-laws.

ARTICLE XX
NO STRIKE OR LOCKOUT

During the term of this Agreement, or any extension of this Agreement, the Company shall not lock out the employees covered by this Agreement, and no strike shall be caused or sanctioned by the Union or its members, and neither the Union nor any of its members or representative, nor any employee, shall call, cause, authorize, ratify, or engage in any sit-down, stay-in, or other strike, picketing, walkout, slowdown, or work stoppage, or any other interference with production or stoppage of work.

ARTICLE XXI
MANAGEMENT RIGHTS

The Management of the Employer, direction of the working forces and of the affairs of the Company, selection of employees for promotion to supervisory or other salaried positions, determination of reasonable standards of efficiency in plant operations, determination of production methods and processes, and issuance change and enforcement of management rules not in conflict with any other provisions of this Agreement shall be vested exclusively in management.

The Company will have the right to maintain a Drug and Alcohol Program.

The parties agree and understand that current and future technology will be needed to meet customer, operational, and competitive demands. As a result, the parties further agree that the Company may, at its discretion, install in its vehicles or facilities, institute and implement any technological observation or other management tool system that it deems appropriate in furtherance of its business. The Company may use any and all data collected through the use of technology or equipment installed pursuant to this section for any lawful purpose. Such data will be used for training, coaching and may be considered along with other physical, written, and/or other evidence in conducting investigations. No Employee may be disciplined and/or discharged based solely upon information received from Employer-installed current or future technology.

The Company shall have the right to establish service boundaries for all of the bargaining units represented by Teamsters Local 542 and shall have the right to modify those boundaries (either moving work existing elsewhere into the service area of a bargaining unit or moving outwork being performed by a bargaining unit) for the purpose of maximizing business efficiencies and productivity, or for any other legitimate business purpose.

The parties agree that the Company may temporarily assign employees between bargaining units represented by Teamsters Local 542 for legitimate business purpose and pay in accordance with the terms set forward in Article III, Working Conditions.

In addition, the Company shall have the right to determine, change, discontinue, alter or modify in whole or in part, temporarily or permanently, the number, locations or types of administrative subdivisions, business units, or work groups, and the work assign thereto and the right to hire, re-hire, select, direct and control the working force, to maintain order, discipline and efficiency.

ARTICLE XXII

COMPLETE AGREEMENT AND WAIVER

The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.


ARTICLE XXIII

DURATION

This Agreement shall remain in full force and effect from the ratification date through November 30, 2022 and from year to year thereafter, unless either party gives written notice of at least sixty (60) days prior to the expiration date, of a desire to modify or terminate this Agreement.

Tayman Industries, Inc
d/b/a Republic services of San Diego
5692 Eastgate Drive
San Diego, CA 92120

Teamsters, Chauffeurs,
Warehousemen and Helpers
4666 Mission Gorge Place
San Diego, CA 92120



Tony Cincotta
General Manager

Date: 3/28/18



Nicole Moreno
Business Representative

Date: March 28, 2018