

Ref. #121 Labor Relations Dept. Copy  
State: MA  
Division(s): 3808, 4094, 4105, 4090,  
4092, 4093

3808-d/b/a Republic Services of Holbrook  
4094-d/b/a Allied Waste Services of Boston - Revere / Republic Services of Boston - Revere  
~~4094-d/b/a Allied Waste Services of Boston - Quincy / Republic Services of Boston~~  
4105-[Roxbury Transfer Station]

Effective November 2022, added the following JRM facilities to this CBA:  
4090- JRM Hauling and Recycling Services, LLC [Peabody HL]  
4092-Greenworks, LLC [Peabody RC]

Effective June 2023, added the following:  
4093-d/b/a Peabody Transfer Station (scalehouse employees via MOU)

Added JRM employee transition MOA effective November 2022; will need to include Peabody legal entities and division names/numbers to this CBA with next negotiations

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEAMSTERS UNION LOCAL NO. 25**  
affiliated with the International Brotherhood of Teamsters

**AND**

**ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC**  
d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere  
~~d/b/a Allied Waste Services of Boston – Quincy / Republic Services of Boston~~  
d/b/a Republic Services of Holbrook

**AND**

**ALLIED WASTE SYSTEMS, INC.**  
[Howard Transfer Station]  
Roxbury

July 1, 2020 through June 30, 2025

## **PREAMBLE**

This Agreement is made and entered into by and between TEAMSTERS, LOCAL UNION NO. 25, affiliated with the International Brotherhood of Teamsters (the "Union") and (1) Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere; (2) Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy; (3) Republic Services of Boston; d/b/a Republic Services of Holbrook; and (4) Allied Waste Systems, Inc. [Howard Transfer Station] (collectively, the "Employer").

## **Article 1** **RECOGNITION**

1.01 The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all employees, including temporary and casual employees, in the classification of work listed in this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act, as amended.

1.02 No agreement shall be made by the Employer with its employees covered by this Agreement which in any way conflicts with the terms of this Agreement.

1.03 The Employer agrees to give applicants for employment referred by the Union consideration equal to that given any other source of applicants for employment.

## **Article 2** **SUCCESSORS**

2.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns (if, and as to the extent, permitted by law). In the event the Employer's entire business is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, the Employer shall give notice of the existence of and provide the purchaser, etc., with a copy of this Agreement. Such notice shall be in writing with a copy mailed to the Union not later than the date of the closing of the transaction with the successor.

## **Article 3** **UNION SECURITY AND CHECKOFF**

3.01 All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is the later. The failure of any person to become a member of the Union at the prescribed time shall obligate the Employer, upon written notice from the Union of such and, further, that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person.

3.02 Notwithstanding anything to the contrary in 3.01, the Employer shall comply with applicable law, and in the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union Security lawfully permissible.

3.03 The Employer agrees to deduct from the first pay of the month of all regular employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions by the 25<sup>th</sup> of the month for which the deductions are made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. In addition, the Employer agrees that from the pay of a newly hired employee, not a member of the Union, it will deduct a sum equivalent to one-quarter ( $\frac{1}{4}$ ) of the Union's initiation fee for each of the first four (4) weeks of the newly hired employee's employment, provided the Employer is given by the employee satisfactory written authorization for the deduction, and forward same together with the name and address of the new employee to the office of the Union.

3.04 In the event an employee on check off is not on the payroll during the week in which the dues deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union and/or the Employer to otherwise remit the dues to the Union.

3.05 The parties agree to post notices of the above provisions in the place where notices to employees and applicants for employment are customarily posted.

3.06 The Employer agrees, upon receipt from an employee of written authorization, to deduct from the employee's wages contributions to the Teamsters Joint Council #10 Federal Credit Union, in amounts to be remitted to the Credit Union. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount the employee has authorized for deduction.

3.07 The Union agrees to indemnify and save harmless the Employer from and against any and all liability and expenses incurred by the Employer in fulfilling its obligations under this Article of Agreement.

3.08 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to National DRIVE 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.

3.09 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to the New England Teamsters and Subscribing Employers Legal Services Fund (the "Fund"). In order to effectuate such deduction, the Employer must receive from the employee a statement authorizing such deduction from his

paycheck and the amount of such deduction. On a monthly basis, the Employer shall transmit to the Fund in one check the total amount deducted for the Fund along with the name of each employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

3.10 The employer agrees to permit the local union Business Agent or a Steward to attend new employee orientations to talk about the benefits of union membership. The employer agrees to provide the union one (1) week notice of the date, time, and location of such orientation, if possible. Upon request, the union representative will be given a list of the employees attending the orientation no later than at the meeting. The sole purpose of the business agent's or steward's attendance shall be to explain the benefits of the union. If the union steward intends to make the presentation, the steward may use up to fifteen (15) minutes of paid working time for that purpose if the orientation is held during his/her normal working hours at his/her normal place of work as long as such presentation does not interfere with the steward's assigned duties, as reasonably determined by management.

**Article 4**  
**UNION ACTIVITY & STEWARD**

4.01 Authorized agents of the Union shall have access to the Employer's premises during working hours, including the right to check trucks in transit, investigate working conditions, collect dues and inspect time cards, log books, and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with, so long as none of the foregoing interrupts or interferes with the orderly operations of the Employer, which the Employer shall reasonably determine. The Employer will make records available within seven (7) days of the Union's request.

4.02 The Employer will provide a bulletin board in a conspicuous place within the Employer's premises for posting of information of interest to the employee members of the Union. Only a designated Union business representative or Steward shall post on such board.

4.03 The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority, but without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided two (2) weeks advance notice is given to the Employer's need for continuation of orderly operations in order that there shall be no disruption of the Employer's operations due to a lack of qualified and available employees. No contributions to the pension plan will be made by the Employer when an employee is granted such leave and/or has not achieved earnings from the Employer.

4.04 Employees of the Employer may be designated by the Union to act as Steward and he shall be the last employee to be laid off, irrespective of his seniority, so long as he is qualified to perform the remaining work available and there remains an employee in the unit which the Steward was specifically assigned to represent. The Steward shall be permitted discretionary use of the Employer's local telephone service, to conduct Union business without any loss of wages for a total of one (1) hour per day on Company time. All Union business by the Steward shall be conducted before or after the conclusion of the

Steward's assigned work shift. The Steward shall not delay an entire crew while processing grievances nor shall his activity be permitted to interrupt or interfere with operations of the Employer. The Steward shall not be transferred indiscriminately. The Steward shall not have the authority to call a strike, cause a slowdown, or take any other action which would interrupt or interfere with the Employer's business. All parties recognize this limitation upon the authority of the Steward.

## **Article 5** **SENIORITY**

5.01 Each employee upon completion of his probationary period with the Employer shall be entitled to all seniority privileges as provided for in this Agreement in accordance with his years of service dating from date of most recent hire in the bargaining unit by the Employer.

5.02 Any employee hired after July 1, 2020 shall be considered a probationary employee during the first ninety (90) calendar days of his employment or re-employment by the Employer. During the probationary period of employment, the Employer shall have the sole right to dismiss such employee without recourse by the employee and the Union.

5.03 Weekend and holiday overtime shall be offered in seniority order regardless of location to employees qualified to do the work. Extra work during the week shall be offered to the available qualified employees in seniority order. If no one volunteers, the junior qualified employee(s) shall be required to do the work.

5.04 Employees shall be laid off in Company seniority order across all locations beginning with the employee with the least amount of seniority. Employees shall be recalled in the reverse order in which they were laid off.

5.05 Vacancies covered by this Agreement, including (a) new positions that are expected and intended to last more than 60 days or, in any event, last more than 60 days, and (b) an open route caused by an absence of the incumbent for more than six months, which the Employer intends to fill, shall be posted and bid by seniority. If no employee bids for a vacancy within one week, the most junior employee will be asked to take the bid. If the junior employee refuses, the Employer may fill the vacancy with a new hire.

An opening resulting from a successful bidder as described above creates a "vacancy" under this provision for the first subsequent opening, but there is no subsequent cascading vacancy-bidding or bumping as a result of the second move.

If needed, the successful bidder shall receive the necessary training as determined by the Employer. In the event the Employee cannot proficiently perform the job within four weeks, he may be returned to his previous position.

In the event that the wage rate for any position is increased (excluding across the board wage increases) the position shall be posted and awarded to the senior qualified bidder.

5.06 An employee shall lose his seniority rights and the employment relationship shall cease under the following conditions:

- A. Voluntary quit;
- B. Discharge for just cause;
- C. Absent from work without prior notice to the Employer (and/or a valid reason for lack of notice) for two (2) consecutive working days; fails to return to work at the expiration of a leave of absence or PPTO; or gives false reasons for securing a leave of absence or engages in unauthorized gainful employment while on a leave of absence.
- D. Off work as a result of a layoff injury or illness, in which case for no longer than one (1) year; twenty-four (24) months for job related injury or illness)
- E. Fails to return to work or secure an approved leave of absence within forty-eight (48) hours after the Employer has attempted to give notice by telephone and/or text and/or email requesting him to return to work from a layoff. The Employer will advise the Union that notification has been attempted;
- F. Is retired;
- G. Settlement has been made for permanent disability.

5.07 Each employee covered by this Agreement shall notify the Employer immediately of any change in his address for the purpose of receiving mail; and shall provide the Employer with a phone number at which he may be reached by call or text. In instances where this is not done, the Employer shall not be responsible for failure of messages to reach such employee.

5.08 A seniority list of all employees covered by this Agreement will be posted on a centrally located bulletin board and brought up to date, and a copy sent to the Union, as Requested by the Union.

5.09 The Employer may subcontract:

- A. maintenance work that it has contracted out in the past;
- B. work outside the Employer's Boston service area or commercial work which is not currently performed;
- C. work which is not part of the Employer's core business (i.e. commercial and municipal solid waste, commercial recycling and related collection and related transfer station activity); or
- D. where a customer requires subcontracting.

5.10 Transfers between facilities shall be done on a seniority basis among the employees qualified to do the work.

5.11 In the event a position opens in the mechanics classification, the shift on which that open position exists shall be bid with seniority controlling in the award. A successful bidder must possess the requisite skill and ability to do the job without additional training.

## **Article 6**

### **NON-DISCRIMINATION**

6.01 Neither the Employer nor the Union shall discriminate against any employee because of race, color, age, sex or national origin, as defined in the Civil Rights Acts of 1964, as amended, and the Age Discrimination in Employment Act of 1967, as amended. The Union

recognizes that the Company is an equal opportunity employer, and the Union will support the Company with its commitment to equal employment opportunity and affirmative action. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all Employees.

6.02 Except where a bona fide occupation requirement exists, use in the Agreement of male or female pronoun shall refer to either sex.

**Article 7**  
**MANAGEMENT RIGHTS**

7.01 The management of the Employer's operations and the direction of its employees, including but not limited to, the right: to hire, classify, promote, transfer, lay off, recall, discipline, discharge for just cause, suspend, direct, control, and determine the qualifications of employees; to maintain order and efficiency and to establish and enforce rules, safety standards, workloads, and schedules of production; to determine the location and extent of the Employer's operations and their commencement, expansion; curtailment or discontinuance; to select, introduce, discontinue, eliminate or change equipment and machinery, processes or services; and to schedule and assign work to the employees.

7.02 The above are by way of example only of rights vested exclusively in the Employer and all rights which the Employer would have but for the existence of a collective bargaining agreement, including the rights to continue or discontinue any past practice related to operations or any benefit, except as specifically modified by this Agreement, are vested in the Employer's discretion. In the event of any change to an established past practice, the Company will provide the Union 30 days' notice prior to the change and will, on request, meet and discuss, but not bargain over, the change with the Union during the 30-day notice period.

**Article 8**  
**NO STRIKE/NO LOCKOUT**

8.01 The Union and the employees agree not to call, sanction, participate in, authorize, instigate, support, assist or condone any strike, sympathy strike, work stoppage, slowdown, or other concerted efforts such as extension of lunch, overtime bans, meetings during working hours or other intentional interference with production.

8.02 Any employee engaging in any such action shall be subject to immediate discharge without recourse, other than to determine whether or not the employee in fact participated.

8.03 The Company agrees it will not lockout employees covered by this Agreement.

8.04 It shall not be a violation of this Agreement nor cause for discharge or disciplinary actions should an employee refuse to go through or work behind a lawful primary picket line, including a lawful primary picket line of the Union, at a customer's place of business so long as the Union does not engage in an unlawful secondary boycott under the NLRA.

**Article 9**  
**GRIEVANCE & ARBITRATION PROCEDURE**

9.01 A grievance is hereby defined to be a dispute between the Employer and any employee who has completed his probationary period and is covered by this Agreement or the Union as to the interpretation or application of any provision of this Agreement which is not otherwise excluded from this grievance procedure. A copy of all written Warnings and suspensions shall be forwarded to the local Union.

9.02 Any grievance arising between the Employer and the Union or an employee shall be settled in the following manner:

Step 1. The aggrieved employee or employees must present the grievance in writing to the Employer and, if the employee wishes, the Steward, within five (5) working days of the event, act or omission giving rise to the grievance.

Step 2. If a satisfactory settlement is not affected within three (3) working days of the presentation of the grievance in accord with Step 1 above, the Steward and employee shall submit the grievance in writing to the Union's Business Representative.

Step 3. The Union's Business Representative shall then take the matter up with a representative of the Employer with authority to act upon such a grievance, in writing, within twelve (12) days of the event, act or omission giving rise to the grievance. The Employer must give the Union in writing its decision within five (5) days of its receipt of the grievance as presented by the Business Representative.

If the Union is not satisfied with the decision rendered in Step 3. above, or if the grievance procedure outlined above has not been followed by the Employer, the Union may appeal to arbitration within seven (7) days after the decision is rendered or expiration of the time, as outlined in Step 3 above; by writing to the American Arbitration Association (AAA) service for a panel of five (5) neutral' arbitrators and concurrently sending a copy of such correspondence to the Employer. Following receipt of this list of names of arbitrators, the Employer and the Union shall then alternately strike names from the panel, with the party having the first strike determined by the toss of a coin.

9.03 All time limits stated in this Article shall be jurisdictional, unless extended by mutual written consent of the Employer and the Union, and the failure to follow any time limit shall result in the grievance being null, void and waived, and the grievance shall be settled in accordance with the Employer's decision as set forth in Step 3 of Section 9.02.

9.04 The arbitrator selected shall have no power or authority to amend, alter or modify this Agreement, but shall be limited to deciding whether or not a violation of its terms has been committed.

9.05 The arbitrator must deduct all interim earnings in making a monetary award in any claim for back wages, and the employee must demonstrate his good faith attempts to secure interim earnings.

9.06 An issue of facts as to whether or not any particular employee has violated this Agreement by instigating or participating in any strike or interference with production as set



forth in Article 8, Section 8.01, above, shall be arbitrable provided that the only issue to be decided by the arbitrator is whether or not the employee participated in the proscribed activity. In the event the arbitrator finds that the employee did in fact participate, he shall have no power or jurisdiction to question, overturn or otherwise consider the kind or severity of disciplinary action taken against the employee.

9.07 The fees and expenses of the arbitration shall be borne by the losing party. Each party shall bear its own expense in presenting its case to the arbitrator, in providing witnesses and in securing any desired copy to the hearing transcript.

9.08 The arbitrator's decision shall be final and binding on the Employer, the Union and employees.

**Article 10**  
**HOLIDAYS**

10.01 Each regular full-time employee who has completed his probationary period shall be paid a regular day's pay at eight (8) hours at his regular straight time hourly wage rate, whether or not he works, for each of the following Holidays:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| President's Day        | Veteran's Day    |
| Patriot's Day          | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |

10.02 Holiday pay is available only to an employee who works his last fully scheduled work day before, the full day after, and, if scheduled to work, the full day of the Holiday, unless the Holiday occurs within the first thirty (30) days of the employee's absence due to work related injury or illness.

10.03 When an employee works on any one of the above Holidays, he shall be paid, in addition to his Holiday pay, a minimum of six (6) hours pay at time and one half his regular hourly wage rate.

10.04 In the event the Employer adopts September 11<sup>th</sup> as a holiday, it shall be extended to the employees in the bargaining unit.

**Article 11**  
**PERSONAL PAID TIME OFF (PPTO)**

11.01 Each regular full-time employee covered by this Agreement shall receive PPTO pay at his regular straight time pay rate, with each day at eight (8) hours, according to his number of years of continuous employment by the Employer, as follows:

YEARS EMPLOYED

DAYS OF PPTO

0-end of calendar year	Prorated by month against 6
1-2 calendar years	6
3-6 calendar years	13 (as of 1/1/21)
7-14 calendar years	19 (as of 1/1/21)
15+ calendar years	25 (as of 1/1/21)

Employees may take PPTO during the year based on their annual allowance in accordance with the terms of this Agreement. PPTO time may be rolled over into the next year up to a maximum of 20 days, otherwise, it must be used by December 31st or be paid out within 30 calendar days.

Each year of employment shall mean a year within which the employee has worked at least forty-one (41) full weeks. Days not worked as a result of the employee having been excused due to work related illness or injury shall not be counted as days worked in computing the forty-one (41) full weeks. An employee who does not work forty-one (41) full weeks in the year who terminates his employment with the Employer shall be entitled to a prorated PPTO based on the amount accrued, but unused, in the prior year.

11.02 Employees who leave the employer for any reason, voluntary or involuntary, will be paid only a prorated PPTO amount based on the number of days employed during the pertinent calendar year. At the end of the year, employees may request PPTO pay in lieu of time off.

11.03 Employees shall submit PPTO requests by April 1 of each year, which shall be scheduled based on Company seniority in each LOB by location. The PPTO schedule shall be posted by April 15th. PPTO requests submitted after April 1 shall be scheduled on a first come first serve, basis. The Employer has the right to limit the number of employees off on PPTO at any time. In the event more employees than the Employer is willing to permit to be off on PPTO at the same time desire the same PPTO, the Employer shall make available the desired time to the most senior employee(s) requesting that time.

11.04 Due to the complexity of tracking every employee's PPTO separately by anniversary date, the Employer will transition from an anniversary-accrual schedule to a calendar-year-accrual schedule. To accomplish that objective without loss of PPTO benefit, the Employer will conduct the transition as follows:

Newly hired employees will receive a prorated allotment of PPTO based on the number of months left in the calendar year in their first year of employment. A partial month of employment at hire counts as a full month for proration purposes.

Similarly, current employees will receive their current accrued, but unused anniversary year allotment and will receive an additional prorated allotment for the months from their anniversary date to the end of the calendar year rounded up to a full day. A partial month of employment at the anniversary date will count as a full month for proration purposes.

**Article 12**  
**FUNERAL LEAVE**

12.01 In the event of a death of a member of the family of a regular full-time employee who has completed his probationary period, the Employer agrees to compensate the employee for his loss of wages, at a maximum of eight (8) hours per day as follows:

Death of the employee's spouse or child	5 days
Death of the employee's mother, father, brother or sister, current mother-in-law or father-in-law	3 days
Death of the employee's grandparent	1 day

To be eligible for compensation, the employee must furnish, if requested by the Employer, proof of death and of the employee's relationship with the deceased.

**Article 13**  
**JURY DUTY**

13.01 Should a regular, full time employee who has completed his probationary period be called to serve as juror, he shall be granted time off with pay at the difference between the compensation he receives from the government for each day he is required to serve as juror and eight (8) hours at his regular straight time wage rate for each of his regular scheduled work days that he misses with the Employer because of said jury service to a maximum of five (5) days each year. To be eligible for Jury Duty Pay hereunder, the employee must notify the Employer within twenty-four (24) hours of the employee's receipt of the call to jury service and report to the Employer within eight (8) hours of his release from said services.

**Article 14**  
**PENSION**

14.01 This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

14.02 Commencing on July 1, 2020 and for the duration of the current collective bargaining agreement between the Local Union and the Employer, and any renewals or extensions thereof, the Employer has withdrawn from the so-called Legacy Plan of the New England Teamsters and Trucking Industry Pension Fund (the "Fund") and effective July 1, 2020 agrees to make payments to the so-called Alternative Plan of the Fund pursuant to a companion Withdrawal Agreement and Reentry Agreement for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution beginning on July 1, 2020, and continuing for the term of this Agreement, of \$6.85 per hour, but not more than \$274.00 per week for any one employee.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of PPTO, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) 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 four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

14.03 Subject to the companion Withdrawal Agreement and Reentry Agreement, the Employer agrees to and has executed a copy of the New England Teamster and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

14.04 Subject to the companion Withdrawal Agreement and Reentry Agreement, the parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

14.05 Subject to the companion Withdrawal Agreement and Reentry Agreement, it is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps

it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorney's fees, and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

14.06 No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

## **Article 15** **HEALTH & WELFARE**

15.01 All regular employees who complete the probationary period of sixty (60) days shall be entitled to the health and welfare plan provided by the Employer. The Plan will remain in force during the term of this Agreement; however, the Plan may change.

Any modifications made by the Company to these insurance programs during the term of this agreement other than to the UHC Union Choice Plan shall automatically apply to participating Unit employees and the union waives any and all rights it may have to bargain over both these decisions and the effect of these decisions on the bargaining unit.

15.02 If any employee is absent as a result of being excused by the Employer due to illness or injury for more than one (1) week, the Employer shall continue to provide Health and Welfare coverage for a period not to exceed four (4) weeks. If an employee's absence is due to injury sustained in the course and scope of his employment by the Employer, the Employer shall continue to provide Health and Welfare coverage until such employee has been released by the physician to return to work; however, such contributions shall not be paid for a period of more than six (6) months. In the event of a dispute between the physician selected by the employee and one selected by the Employer, the two shall select a third physician who shall resolve the dispute.

15.03 Each regular employee will be granted the opportunity to enroll in the Health and Welfare program as outlined in the summary of eligibility and benefits booklets as provided by the Employer.

The Company shall pay the monthly cost of the UHC Union Choice medical plan. Employees participating in the UHC 222 plan, or the UHC 132 plan under the prior

collective bargaining agreement shall be provided the opportunity to enroll in the UHC Union Choice medical plan as soon as administratively feasible following the signing of this collective bargaining agreement (but no later than September 1, 2015). Until those employees transition to the UHC Union Choice plan they will continue to pay the employee contributions required under the prior CBA.

The Employer will provide optional coverages (including dental, life, accidental death and dismemberment, short term disability, long term disability, vision, etc.), on the same terms and conditions as the office personnel, with each being an elective benefit for the employee. Each optional plan will also require a weekly contribution for each coverage offered.

## **Article 16**

### **SAFETY & EQUIPMENT**

16.01 Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

16.02 Employees shall not be required to operate unsafe equipment, provided however that any employee who refuses to operate equipment because he believes it to be unsafe shall, after the mechanic has checked and determined that in his judgment the equipment is mechanically sound and properly equipped, be subject to disciplinary action by the Employer, including discharge if he still refuses to operate the equipment after it has been determined by the shop supervisor to be in safe working order. The employer is required to maintain air conditioning on equipment in a timely manner.

16.03 Any employee involved in any accident shall immediately report said accident and any physical injury to the Employer. When required by his Employer, the employee, before the end of the shift on which the accident or injury occurred, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. Such reports shall be made out on the Employer's time. Failure to comply with this provision shall subject such employee to disciplinary action, including discharge.

16.04 When an employee is required to appear in any court for the purpose of testifying because of any accident he may have been involved in while operating the Employer's vehicle, the employee shall be reimbursed by the Employer for all hours of work he misses because of such appearance. The Employer shall furnish the employee with legal counsel, at no cost to the employee. The Employer shall continue to provide legal counsel in connection with the accident for the employee until all legal action in connection with said accident is concluded. Notwithstanding the foregoing, this paragraph 16.04 shall not apply if and after legal process determines the employee was at fault for the incident at issue.

16.05 The Company's Alcohol and Drug Free Workplace Procedures policy and employee Alcohol and Drug Free Workplace pamphlet is incorporated into this agreement. The Company no longer uses hair testing for any purpose and that language in the procedure no longer applies. Any disputes involving the application of the Company's Alcohol and Drug

Free Workplace Procedures policy and employee pamphlet shall be resolved through the grievance and arbitration procedures of this agreement.

16.06 Operational defrosters, heaters, air conditioning, windows, and heated mirrors on new trucks will be supplied by the Employer within a reasonable time at the notification by the driver for use on all vehicles. The Employer shall not require as a condition of employment that an employee purchase any vehicle or equipment for mounting on a vehicle.

16.07 If, by direction of the Employer, an employee receives a fine and suspension of the employee's license through no fault of the employee's, the Employer is liable for payment of the fine and surcharge and for providing work opportunity for the employee. If the fine or surcharge is the result of the employee's action or negligence, then the employee shall be solely responsible for the fine or surcharge imposed and for any loss of work opportunity.

16.08 Where the job requires employees to wear protective clothing and/or equipment for their safety, such protective clothing and/or equipment shall be furnished to the employees without charge. Employees who are required to perform work out of doors in inclement weather shall be provided appropriate rain gear without charge.

16.09 When an employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured. In addition, the employee shall be paid for all lost time caused by the subsequent treatment of such injury during his scheduled working hours, provided the employee presents the Employer with a written directive by the doctor ordering such treatment, but only if the employee would otherwise be available for work and physically able to perform the job.

16.10 Safety shoes will be required as a condition of work. The Employer will provide an annual safety shoe allowance of \$150.00 to each regular full-time employee. The Employer will determine the date of the allowance. Employees may select their own safety shoe provider. Where an employee has received an allowance greater than the \$150.00, that employee will continue to receive the larger amount.

16.11 The Company shall provide all necessary personal protective equipment ("PPE") and ANSI standard clothing. Each employee shall be responsible for taking care of the equipment and clothing issued by the Company.

16.12 The Company will repair or replace an inventoried power tool which is broken by an employee in the course of performing his assigned duties. The employee must report the broken tool to the Employer by the end of the shift.

16.12(a) The tool allowance for Mechanics shall be two hundred dollars (\$200.00) per quarter.

16.13 Employees must obtain a DOT physical examination from a medical examiner that is listed on the National Registry of Certified Medical Examiners. Employees shall attend such appointments on their own time unless directed to a medical examiner selected by the Company.

**Article 17**  
**WAGES, HOURS AND OVERTIME**

17.01 The following are the classifications and minimum hourly wage rates, effective on the beginning of the first pay periods after the following dates below, for employees covered by this Agreement:

The rates below reflect the following annual increases:

	2.25%	2.25%	2.25%	2.5%	2.5%
<b>Commercial/Residential</b>	<b>7.1.20</b>	<b>7.1.21</b>	<b>7.1.22</b>	<b>7.1.23</b>	<b>7.1.24</b>
Commercial Driver	\$28.83	\$29.48	\$30.15	\$30.90	\$31.67
Residential Driver/ Helper	\$28.83	\$29.48	\$30.15	\$30.90	\$31.67
<b>Maintenance/Transfer Station/Container Shop positions</b>					
Lead Mechanic	\$33.44	\$34.19	\$34.96	\$35.83	\$36.73
Mechanics I	\$29.44	\$30.10	\$30.78	\$31.55	\$32.34
Mechanics II	\$26.99	\$27.60	\$28.22	\$28.93	\$29.65
Lead Welder	\$29.82	\$30.49	\$31.17	\$31.95	\$32.75
Welder	\$26.99	\$27.60	\$28.22	\$28.93	\$29.65
Container Driver	\$28.83	\$29.48	\$30.15	\$30.90	\$31.67
Swing Driver	\$29.86	\$30.53	\$31.22	\$32.00	\$32.80
Compactor Repair	\$29.82	\$30.49	\$31.17	\$31.95	\$32.75
Container Repair	\$26.31	\$26.90	\$27.51	\$28.19	\$28.90
Utility	\$24.58	\$25.13	\$25.70	\$26.34	\$27.00
Loader Operator	\$28.83	\$29.48	\$30.15	\$30.90	\$31.67
Helper	\$20.46	\$20.92	\$21.39	\$21.93	\$22.47
Scale House Operator	\$28.83	\$29.48	\$30.15	\$30.90	\$31.67
OTR-To-End-Site Tractor Trailer Driver	\$29.86	\$30.53	\$31.22	\$32.00	\$32.80



The classifications set forth above are for the purpose of setting forth the rates of pay and neither these classification nor any other provision in this agreement shall be construed as a restriction upon the Employer's right to require employees assigned to a particular classification or operating a particular system shall not be restricted from and may be assigned to do the work normally done in another classification or system.

The staffing needs of any job covered by this Agreement and the job duties of any classification contained herein shall be determined by the Employer. Nothing contained in this Agreement shall constitute a guarantee of any particular job or duty within any particular classification nor shall it constitute a guarantee of any particular duties as a part of any particular classification.

17.02 Any employee scheduled to work who reports to work at his scheduled starting time without having been told not to report prior thereto shall be guaranteed a minimum of (2) hours of pay in lieu thereof at his regular, straight time wage rate. Such employees who are put to work shall receive eight (8) consecutive hours of work at their regular rate of pay for each day of work, Monday through Friday . Employees put to work on Saturday shall be guaranteed six (6) hours of work at one and one half (1 ½) times their regular straight time rate of pay provided the employee has worked all of the normal assigned work hours in the previous immediately scheduled work week. If the employee has not worked all scheduled work hours, those hours worked on Saturday up to forty (40) will be paid at the straight time hourly rate. Employees put to work on Sunday shall be guaranteed six (6) hours of work at two (2) times their regular straight time rate of pay. Any employee injured in the course and scope of his employment by the Employer shall be entitled to eight (8) hours pay for the day on which he was injured.

17.03 The regular work day shall consist of eight (8) consecutive hours and the regular work week shall consist of forty (40) hours per week of five (5) work days, Monday through Friday or for ten routes in the Commercial line of business Tuesday through Saturday. For these ten routes Saturday work shall not receive premium pay unless it is the 6<sup>th</sup> workday or unless the employee has already worked 40 hours in their workweek. These routes will be posted and bid by seniority, if no employee bids, reverse order of seniority will be forced to take the bid. Hours paid in excess of forty (40) hours in one (1) week shall be paid one and one half (1 ½) times the employee's regular straight time rate of pay provided the employee reports as scheduled for each work day of the work week unless the absence of the employee is the result of an injury or illness, provided satisfactory proof of the work-related injury or illness is accepted by the company. Approved paid time off (holidays, vacation, jury duty, and bereavement) shall count as time worked for purposes of computing overtime.

All work performed on the seventh (7<sup>th</sup>) consecutive day of an employee's work week shall be paid for at two (2) times the employee's regular straight time hourly rate of pay. It is understood and agreed that there shall be no duplication and/or pyramiding of overtime and/or premium pay under the terms of this Agreement.

17.04 Anything in this Agreement to the contrary notwithstanding, the Employer, at its discretion, may grant and/or remove merit increases or incentive pay programs and provide for same from time to time during the life of this Agreement.

17.05 Each employee covered by this Agreement shall be entitled to a fifteen (15) minute rest period during the first half of each shift and another fifteen (15) minute rest period during the second half of each shift.

17.06 The Employer shall not schedule employees to work in excess of ten (10) hours in any one work day, except in cases of emergency, disabled equipment, or when necessary to complete the employee's day's work assignment.

17.07 Each week, each employee shall verify in writing, in a manner determined by the Employer (1) the hours he worked each day and the days on which he took a 30-minute unpaid meal period and (2) if his time card is inaccurate, the reason why.

### **Article 18**

#### **MISCELLANEOUS CONDITIONS**

18.01 The Employer shall provide uniforms for the employees of this bargaining unit and pay for same.

18.02 The Employer shall provide a door locking system for its facility to provide security.

18.03 In the event of a national or state emergency where members of Teamsters Local 25 are deemed to be essential employees and are required to work, the employer shall provide to every employee, at no cost to the employee, such personal protective equipment that may be required by any of the Center for Disease Control and Prevention, an appropriate agency of the Commonwealth of Massachusetts or by order of the Governor of the Commonwealth of Massachusetts or any governing body of any city or town in which the employees are required to work.

### **Article 19**

#### **COMPLETION OF ENTIRE AGREEMENT**

19.01 In reaching this Agreement, including Attachments "A" and "B," the Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the areas of collective bargaining and further acknowledge that the understandings and agreements arrived at by the parties after full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement.

19.02 All parties hereto have fully exercised and complied with any and all obligations to bargain. This contract expresses, embodies and includes the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term. The Agreement supersedes any previous agreements between the parties. Any modification or amendment shall be void and of no force and effect unless reduced to writing and approved by the signatories hereto or their successors.

**Article 20**  
**SAVINGS CLAUSE**

20.01 Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice because of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not affect the remaining portions hereof.

**Article 21**  
**LIST OF TOWNS**

Should the Employer be awarded a contract by any of the Massachusetts cities or towns listed below to perform residential household waste collection, or recycle collection, such a contract will be performed by the Revere or Quincy District or other facilities covered by this Agreement.

**LIST OF TOWNS**

Arlington  
Belmont  
Boston  
Braintree  
Brookline  
Cambridge  
Canton  
Chelsea  
Dedham  
Everett  
Gloucester (as of 1/4/21)  
Holbrook (as of 1/4/21)  
Ipswich (as of 1/4/21)  
Lynn  
Malden  
Medford  
Melrose  
Milton  
Needham  
Newton  
Norwood  
Peabody  
Quincy  
Randolph  
Revere  
Rockport (as of 1/4/21)  
Somerville  
Stoneham  
Watertown  
Weymouth  
Winchester  
Winthrop

**Article 22**  
**LEAVES OF ABSENCE**

**Section 1.** Except as otherwise provided by law, a leave of absence without pay requested by an employee for personal reasons may be granted by the Company and no such leave of absence granted in one case shall constitute a precedent binding upon the Company in any other case. The Company will not discriminatorily deny any such request including any leave requested to union activity, provided however, that no such leave shall be granted if it in any way relates to any Republic Services entity.

**Section 2.** Applications for leave of absence without pay shall be in writing and shall set forth the specific reason for and exact length of the leave requested. Such request must be made at least two (2) weeks prior to the proposed start of the leave.

**Section 3.** The Company shall determine the length of the leave, if any.

**Section 4.** An employee desiring to return to work before the termination of his leave of absence shall give the Company at least three (3) days' notice in writing of his intention to return to work. The Company shall return the employee to work as soon as practicable.

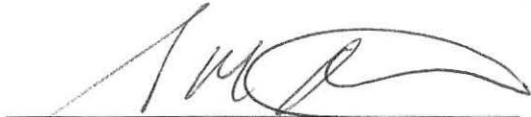
**Article 23**  
**DURATION**

22.01 This Agreement shall be in full force and effect from July 1, 2020 through June 30, 2025 and shall continue thereafter from year to year unless notice is given in writing of a desire to change, modify or terminate the Agreement by either party to the other party sixty (60) days or more prior to the expiration of such period.

The Union and the Employer enter into this Agreement this 30<sup>th</sup> day of June, 2020

TEAMSTERS LOCAL UNION NO. 25

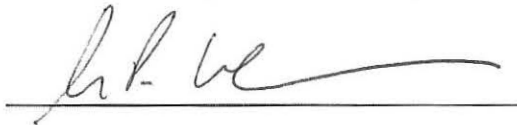
Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere; Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy; Republic Services of Boston; d/b/a Republic Services of Holbrook; Allied Waste Systems, Inc. [Howard Transfer Station]



Sean M. O'Brien, President/Principal Officer



Kurt Lavery, General Manager



Andrew P. Walsh, Business Agent

ATTACHMENT "A"

*REPUBLIC*  
*SERVICES*

**POLICIES SUPPLEMENTING THE  
REPUBLIC SERVICES SAFE HANDBOOK**

## **INTRODUCTION**

The policies and procedures apply to all Employer's employees.

The policies and procedures set forth in this document are a *supplement* to the Employer's SAFE Handbook. It is expected that all employees read and understand all policies and procedures in both the SAFE Handbook and this *supplement*. The Employer will require each employee to sign both documents attesting to the rules set forth. Adherence to these policies and procedures is a requirement of working for Republic Services. The Employer will provide 30-days' notice to the Union in the event of the dissemination of a new SAFE Handbook version.

The rules of employee conduct previously contained in the Republic Services Safe Handbook shall be added to this policy supplement.

The Company has presented the "Safe Actions for Excellence" as a booklet dated October 2014 as amended which provides guidelines and standards as set forth in the preamble on page 1. The Company will provide a copy of this booklet to each employee. Any disputes involving the application of the Company's "Safe Actions for Excellence" booklet shall be resolved through the grievance and arbitration procedures of this agreement.

## **SAFETY AND COMPLIANCE SIGN OFF**

All employees must attend, participate, and understand all safety-related training and will be required to sign documentation attesting to such. Employees are personally responsible for and must remain compliant with all federal, state, local, regulations, as well as continuing professional education requirements and certifications relevant to their employment, as set forth in the SAFE Handbook. Non-compliance may result in progressive discipline up to and including termination.

## **TIMECARDS**

- Time cards and electronic devices for time entry (collectively, "time card" or "time cards") are issued to each employee. Only the assigned employee is allowed to use the time card for punching in and out of an assigned shift. Tampering or misusing another employee's time card is a very serious violation of this policy.
- Each employee must verify the accuracy of their hours worked and meal periods taken via the time clock each week and electronically attest on the same time intervals to the accuracy of their hours. Failure to do so will result in progressive discipline up to and including termination.
- Time worked is recorded on individual time cards that are swiped through a time clock at the beginning and end of the scheduled shift.
- An employee who is found to have falsified a time sheet or electronically monitored time record shall be subject to immediate termination.

- An employee who falsifies another employee's time sheet or electronically monitored time record shall be subject to immediate termination.
- As circumstances dictate, the Operations Manager may direct the appropriate supervisor to punch in others.
- Employees must punch in at the start of the scheduled workday and punch out at the end of the scheduled workday and for meal periods (with a five-minute buffer for 31-35 minutes). Failure to do so may result in disciplinary action up to and including termination.
- Management makes every effort to ensure that time is correctly recorded and reflected in the weekly payroll. Any changes to an employee's payroll due to problems related to missed time or incorrect time punches must be communicated to his or her direct supervisor. Ensuring the daily accuracy of an employee's time is the sole responsibility of the employee.
- Time cards and electronic time system access devices are the property of the company. Time cards cannot be removed from the property.

### **ACCIDENT & INJURY REPORTING**

Failure to verbally report an accident or injury immediately at the scene of the occurrence and complete all written necessary Republic Services accident reporting by the end of their same day shift will result in immediate termination. Accident and Injury report forms can be found in the dispatch office or the safety office.

### **EMPLOYEE-AT-RISK MANAGEMENT PROGRAM**

- Employees at risk will be managed in a manner that reflects the company's commitment to both safety and employee retention. Employees at risk are identified based on the number of accidents and injuries, which have been determined to be preventable, they have incurred to date.
- A preventable accident or injury is one in which the employee failed to do everything reasonable to prevent the accident or injury from occurring (definition by the National Safety Council).
- Incidents resulting in damage to non-rolling stock equipment will be evaluated for preventability. Preventable incidents solely involving non-rolling stock equipment (i.e., not involving the operation of a truck/vehicle/equipment) will be counted as one half (½) of a preventable accident in the progressive discipline process.
- Employees at risk will be subject to progressive discipline following a determination of preventability. The discipline schedule is administered over a rolling twelve (12) month period and is as follows:

1st Preventable Accident or Injury

Written warning, Mandatory classroom and route training.

2nd Preventable Accident or Injury

Three (3) day unpaid suspension, Defensive Driving Course, On-the-Road Observation

3rd Preventable Accident or Injury

Termination

Notwithstanding the above schedule the Company may take disciplinary action up to and including discharge in the event of grossly negligent operation of a company vehicle resulting in a fatality or serious injury (defined as one that results in injury to another person requiring hospitalization longer than 72 hours) or serious property damage (defined as greater than \$50,000).



## RADIO USAGE

Company radios and Nextel's are intended to communicate issues, problems, concerns, and company information related to servicing customers only, regardless of the time of day. The following standards must be upheld at all times:

- All transmissions must be as short as possible, concise, and informative,
- Profanity is not allowed under any circumstances.
- Employees are to refrain from using communication devices of any kind while operating a company vehicle. Failure to do so will result in progressive discipline up to and including termination.
- Any employee who wishes to have a personal mobile device with him/her while operating a company vehicle will furnish the company with the number(s) of such device(s), Failure to do so will result in progressive discipline up to and including termination.
- In the event of an accident, incident or injury any employee who has chosen to possess a personal mobile device while operating a company vehicle will furnish the company with a record of usage of said device on the day of the accident, incident, or injury.
- Any employee involved in an accident, incident, or injury who is found to have been operating a mobile device is subject to immediate termination,

## **DRIVER PAPERWORK**

The paperwork that each driver completes at the end of each day is a reflection of his/her workload. Paperwork is a necessary and required function of a driver's assigned work and must be completed in a timely and accurate manner.

- Employees must sign all paperwork deemed necessary by management, including verifying hours of service, scale tickets, slips, route sheets, Vehicle Condition Reports (VCRs), etc. Failure to do so will result in progressive discipline up to and including termination.
- Ensure that paperwork and notes are legible. Failure to do so will result in progressive discipline up to and including termination.
- Deliberately falsifying or altering paperwork and/or failure to turn in paperwork will result in progressive discipline up to and including termination.

## **VEHICLE CARE AND CLEANLINESS**

Drivers are responsible for the care and cleanliness of the vehicle they operate that day. Our Company conducts monthly fleet inspections and weekly in-cab inspections to ensure that standards of cleanliness are satisfied. Failure to maintain a clean vehicle and equipment will be considered driver abuse and will result in progressive discipline up to and including termination.

## **EYE AND FACE PROTECTION**

In addition to the requirements set forth in the SAFE Handbook, employees are expected to wear eye protection (1) whenever servicing residential or commercial customers; (2) whenever an employee comes into physical contact with refuse or a container; (3) wherever there is a potential risk of flying debris and (4) while performing pre and post-trip inspections. Failure to wear appropriate eye protection will result in progressive discipline up to and including termination.

## ATTACHMENT "B"

### Attendance Policy

Each employee is expected to report for work on time each day. When an employee is tardy or absent for any reason, it creates a hardship on fellow workers, which makes it difficult to maintain our quality standards and schedules.

Our attendance policy is a "no-fault" policy. All absences and tardies are counted as "occurrences", except for an approved leave (FMLA, up to five unscheduled PPTO days, personal LOA, workers compensation, military, funeral, documented court appearances, and jury duty) and any other legally protected absence (e.g., subpoena beyond the employee's control). Each day of an absence is one (1) occurrence. Each tardiness (clock-in 10 minutes after assigned start time) or leaving early prior to 8 hours at work is one-half (1/2) an occurrence. Taking an extended meal period is also one-half (1/2) an occurrence. Occurrences are counted on a twelve (12) month rolling period under a progressive discipline schedule, detailed below.

Medical absences lasting two (2) or more consecutive days will count as one (1) occurrence, provided medical documentation is submitted. It will be necessary to provide a written doctor's release to return to work in the following circumstances:

1. Hospitalization for any reason, resulting in absence from work for one (1) or more days.
2. Industrial injury resulting in absence from work for one (1) or more days.
3. Any medical situation resulting in absence from work for five (5) or more days.

You must notify your team leader at least one (1) day in advance of an expected absence. If the absence or tardiness is unexpected, you must personally call your supervisor no later than one (1) hour prior to the start of your shift. Unless incapacitated through no fault of your own, if you have not called within one hour after the start of your shift, you will be considered absence without notification, a disciplinary offense. Two (2) consecutive days absence without notification is considered a voluntary termination.

### OUTLINE OF DISCIPLINARY ACTIONS

	Verbal Warning	Written Warning	Final Written Warning	Termination
1. Absent two (2) consecutive days without notice				First Time
2. Absent and tardy occurrences in a twelve (12) month rolling period	1	2	3	5

Republic Services/ IBT Local 25 Memorandum of Agreement #1

The Employer (as described in the contemporaneously executed collective bargaining agreement with Teamsters Local 25) and Local 25 agree that in the event the Employer engages in regular operations at the Peabody Transfer Station (PTS) involving the Employer's employees working in job classifications listed in Article 17.01 of the CBA, the PTS entity will be included in the Preamble definition of Employer in the contemporaneously executed CBA. In that event, the PTS entity name is: Allied Waste Systems, Inc. d/b/a Peabody Transfer Station

Teamsters Local 25:


The Employer:

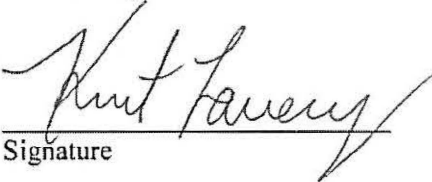
By its: President/Principal Officer

By its: General Manager

Sean M. O'Brien  
Printed Name

Kurt Lavery

  
Signature

  
Signature

\_\_\_\_\_  
June 30, 2020

\_\_\_\_\_  
June 30, 2020

**Teamsters Local 25**



**Boston**

**LETTER OF AGREEMENT  
BETWEEN**

REPUBLIC SERVICES ("Company")

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 25 ("Union")

The Union and Company agree that in the event a change in the Saturday or Sunday overtime sign up list is required the company shall notify the affected employees up to 5:00 pm the prior Friday of the scheduled overtime. In the event a change in the list is required after 5:00 pm the company shall make any/all work available to qualified members in seniority order. Members must accept or deny the available overtime within 45 minutes of the phone call or text notification from the company. In instances where this is not done, the employer shall not be responsible for failure to respond.



TEAMSTERS LOCAL 25

Date: 12/8/20



REPUBLIC SERVICES

12/8/20

## Memorandum of Agreement

Teamsters Local Union No. 25 ("Union") and Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere; Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy; Republic Services of Boston; d/b/a Republic Services of Holbrook; and Allied Waste Systems, Inc. [Howard Transfer Station] ("Employer") (collectively "the Parties") agree, in light of the Employer's pending planned acquisition of JRM Hauling and Recycling Services, Inc. ("JRM"):

1. The Parties' existing CBA will not apply to JRM employees or JRM work in the CBA jurisdiction for a period of 182 calendar days ("the Transition Period") from the acquisition closing date. If that date falls on a Saturday, Sunday, or holiday, the Transition Period will end on the next bank working day.
2. During the Transition Period, the Union shall not solicit acquisition-employees for membership nor involuntarily charge them dues or initiation fees, or levy any fines or assessments, and the Union will not represent them, regardless of their membership status, with respect to their employment.
3. During the Transition Period, the Employer intends to restructure the acquisition operation, which is currently based entirely out of Peabody, in a manner that will (1) relocate and base some acquisition employees and work away from Peabody and outside the CBA jurisdiction area, and (2) organize the remaining acquisition employees and work, which will continue to be based at Peabody (i.e., the "Peabody Business Unit"), in an efficient and operationally sound manner inside the post-Transition-Period CBA jurisdiction. During the Transition Period, if the Employer assigns an acquisition employee to base out of an existing CBA-covered facility (i.e., Revere or Holbrook, aka "the Revere/Holbrook Business Unit"), the CBA will immediately apply to that/those employee(s).
4. When the Transition Period expires, the current CBA will apply to all acquisition employees and work that continues to be based at Peabody. The newly-represented Peabody employees: (a) will retain their existing seniority in relation to each other for Peabody-specific matters and overall bargaining unit matters involving more than one Peabody employee; and (b) will have date-of-closing seniority as it relates to bargaining unit matters involving Revere/Holbrook employees.
5. For one calendar week after the Transition Period expires, the Employer will accept internal bids from the Revere/Holbrook BU and the Peabody BU on a one-time basis for any then-open positions at those BUs. Any such bidding will be done per CBA procedures. Thereafter, with the immediately following exception, there will be no bidding/bumping between BUs and any transfer requests will be handled per CBA procedures and a transferred employee enters the new BU with their current seniority. Exception: If a shift/route at either BU (newly-formed Peabody or Revere/Holbrook) remains open for more than 60 days, the Employer will open the shift/route for bidding per CBA procedures to employees at the other BU. However, when an employee accepts a successful bid into the other BU under this exception, the employee shall remain in the new position for at least six months before bidding on any other position at their previous BU, absent mutual agreement between the employee and the Employer. Example: if a Revere, Roxbury or Holbrook employee successfully bids into a role at the Peabody BU or if a Peabody employee bids into a role in Revere, Roxbury or Holbrook, they must remain in that position for 6 months. If an employee bids into a role within their existing BU, then current CBA procedures apply.
6. The Union will not challenge any of the decisions or effects of this Agreement through the CBA grievance/arbitration process except as necessary to enforce the Agreement.
7. The Parties further agree to modify Article 21 by adding and excluding the following Towns as indicated. Should the Company provide service to the Added Towns under the conditions set forth in Article 21, CBA-covered employees from either Peabody, Revere, or Holbrook (as determined

by the Employer) will provide such service. Current CBA-covered employees will not provide service to Excluded Towns.

i. Added Towns:

1. Lynnfield
2. Marblehead
3. Saugus
4. Swampscott
5. Topsfield
6. Wakefield
7. Beverly
8. Danvers

ii. Towns removed from current CBA:

1. Gloucester
2. Ipswich

**The Union**



Thomas Mari, President/Principal Officer

5/9/22  
Date

**The Employer**



Frank Chimera, General Manager

5/9/22  
Date

## PEABODY SCALEHOUSE GRIEVANCE SETTLEMENT AGREEMENT

This Grievance Settlement Agreement (“Agreement”) is made and entered into on the date last signed below, by and between Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere; Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy; Republic Services of Boston; d/b/a Republic Services of Holbrook; Allied Waste Systems, Inc. [Howard Transfer Station] (“Employer”) and the International Brotherhood of Teamsters, Local 25 (“Union”) (collectively, the “parties”).

WHEREAS, the parties dispute whether the Peabody Scalehouse employees (“Employees”) should be covered by the existing collective bargaining agreement between the parties, the parties agree to fully and finally settle their dispute over that issue and any and all related issues raised in Grievance #7791, dated January 27, 2023 (Grievance) and set for arbitration in AAA arbitration case 01-23-0000-6212 (Arbitration);

THEREFORE, in consideration of the mutual covenant and promises contained herein and other good and valuable consideration, and to avoid unnecessary arbitration or further proceedings, it is hereby agreed by and among the parties as follows:

1. Except as follows, the Employer will extend coverage of the existing CBA between the parties to the Employees as of the date both parties sign/date this Agreement and the Employer receives written notification that both the Grievance and the Arbitration have been withdrawn and cancelled with prejudice (the “Effective Date”). The Effective Date must occur on or prior to June 27 in light of the pending arbitration, scheduled for June 29, 2023.
  - a. The Employees shall continue with their current healthcare plan through the current Plan Year, but during Open Enrollment for the 2024 Plan Year, the Employees shall make elections only under the UHC Union Choice Plan.
  - b. Employees shall cease their participation in the Employer’s 401K Plan as soon as administratively feasible.
  - c. When the Employees cease participating in the Employer’s 401K Plan, the Employer shall begin making pension contributions for the Employees per the CBA.
  - d. The Company will provide the two Scalehouse employees a “true up” payment to the pertinent CBA pay scale retroactive to November 6, 2022 by separate check, in the amount of \$4,934.08 for Chad Horn and \$8,732.83 for Brian Sanborn, minus standard wage withholdings within 21 calendar days of the Effective Date.
  - e. The Employees shall continue with their PTO Plan through the end of the Year, and will begin earning PTO under the union PTO plan effective January 2024.
2. The parties will split the cost of cancelling the Arbitration. This Agreement is the final, entire, and complete settlement of all existing or potential claims, known or unknown, by the Union in connection with the Grievance.
3. The Agreement is entered into on a non-precedential, non-admission basis. Thus, neither party shall seek to introduce it into evidence or cite this settlement in any informal or formal proceeding for any purpose, except for a proceeding to enforce its terms.

IBT Local 25

By: 

Signature

Title: Business Agent

Printed Name: Andrew P. Walsh

Date: 6/26/23

The Employer

By: 

Brian Skehan

Title: General Manager

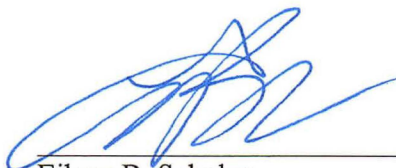
Date: 6/26/23



## CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC**, a Massachusetts limited liability company (the “Company”); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the “Member”) by written consent of the Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: July 1, 2020.



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Eileen B. Schuler  
Secretary

## SCHEDULE A

**WHEREAS**, the Company has or will enter into an Agreement (the “**Agreement**”), as Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere, Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy, Republic Services of Boston d/b/a Republic Services of Holbrook, together with its affiliate, Allied Waste Systems, Inc. [Howard Transfer Station] (“**AWSI**”), among the Company, AWSI and Teamsters, Local Union No. 25, affiliated with the International Brotherhood of Teamsters (the “**Union**”), for the period of July 1, 2020 through June 30, 2025;

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is authorized and directed to execute the Agreement, substantially in the form presented to the Company, and any and all other documents required in connection with the Agreement, and in connection with the performance of the Company’s obligations and agreements as set forth therein with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified, and confirmed;

**FURTHER RESOLVED**, that **KURT LAVERY**, as an Authorized Agent for the Company, or any officer of the Company, is hereby authorized and directed to execute and deliver the Agreement and to execute any and all other documents on behalf of the Company required by the Union in connection with the Agreement and in connection with the performance of the Company’s obligations and agreements set forth therein, all of which actions to be taken or previously taken are hereby ratified and confirmed in all respects; and

**FURTHER RESOLVED**, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

## CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "**Corporation**"), that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

Dated: July 1, 2020.



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Eileen B. Schuler  
Secretary

## SCHEDULE A

**WHEREAS**, the Corporation has or will enter into an Agreement (the “**Agreement**”), as Allied Waste Systems, Inc. [Howard Transfer Station], together with its affiliate, Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Boston – Revere / Republic Services of Boston – Revere, Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Boston / Allied Waste Services of Boston – Quincy, Republic Services of Boston d/b/a Republic Services of Holbrook (“**AWSNA**”), among the Corporation, AWSNA and Teamsters, Local Union No. 25, affiliated with the International Brotherhood of Teamsters (the “**Union**”), for the period of July 1, 2020 through June 30, 2025;

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation is authorized and directed to execute the Agreement, substantially in the form presented to the Corporation, and any and all other documents required in connection with the Agreement, and in connection with the performance of the Corporation’s obligations and agreements as set forth therein with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

**FURTHER RESOLVED**, that **KURT LAVERY**, an Authorized Agent for the Corporation, or any officer of the Corporation, is hereby authorized and directed to execute and deliver the Agreement and to execute any and all other documents on behalf of the Corporation required by the Union in connection with the Agreement and in connection with the performance of the Corporation’s obligations and agreements set forth therein, all of which actions to be taken or previously taken are hereby ratified and confirmed in all respects; and

**FURTHER RESOLVED**, that the Secretary, or any other officer of the Corporation, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.