



AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-and-

PURCHASE AMERICA

D/b/a/

SUNRISE SCAVENGER

For the Period

July 1, 2009 through June 30, 2014

Sean M. O'Brien
President/Principal Officer

Mark A. Harrington
Secretary-Treasurer

Printed & Assembled by
Teamsters Local Union No. 25
Office Staff

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PREAMBLE

This Agreement is made and entered into by and between Excavating & Building Material Teamsters, Chauffeurs & Helpers, Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and Purchase America d/b/a Sunrise Scavenger, hereinafter referred to as "Employer".

ARTICLE 1 RECOGNITION

- 1.01 The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all employees in the classification of work listed in this Agreement, including members that are temporary and casual employees, for the purposes 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 sources of applicants for employment.

ARTICLE 2 SUCCESSORS

- 2.01 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the Employer's business is moved, 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 notices 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 CHECK-OFF

- 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 the thirty first (31st) day following the beginning of their employment or on or after the thirty first (31st) 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. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.
- 3.02 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 pay 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 prior to the end 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 (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 of 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 applications for employment are customarily posted.
- 3.06 The Employer agrees, upon receipt from an employee of written authorization, to deduct monthly from the employee's wages contributions to the Teamsters Joint Council #10 Federal Credit Union, in amounts to be remitted to the Credit Union, once each month. 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 this 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.

ARTICLE 4 UNION ACTIVITY & STEWARD

- 4.01 Principal Officer or Business Agent 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. The Employer will make such records available within seven (7) days of the Union's request. All employees' records to be inspected shall be on the Employer's premises with supervision from Employer.

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.

4.03 The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority, but without pay, to any one employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided two (2) weeks advance notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be 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 contribution to the pension plans 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 remain employees in the unit, which the Steward was specifically assigned to represent. The Steward shall be permitted discretionary use of a Company telephone for the purpose of conducting Union business without any loss of wages for one (1) hour prior to 7:00 a.m., however, 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 slow-down or take any other actions which would interrupt or interfere with the Employer's business. All parties recognize this limitation upon the authority of the Steward.

4.05 One employee of the employer may be designated by the union to act as an Assistant Steward and he/she will be subject to lay off respective of his/her seniority. The Assistant Steward shall be permitted discretionary use of a company telephone for the purpose of conducting union business for one (1) hour prior to 7:00 A.M., however will not receive any wages for such time unless the Steward is absent for the day and the Assistant Steward is covering his/her duties as Steward. The Assistant Steward shall not delay an entire crew while processing grievances nor his activity be permitted or interrupt or interfere with operations of the employer.

The Assistant Steward shall not have the authority to call a strike, cause a slow down or take any other actions which would interrupt or interfere with the employer's business. All parties recognize these limitations upon the authority of the Assistant Steward.

ARTICLE 5 SENIORITY

5.01 Each employee upon completion of his probationary period with the Employer shall be entitled to seniority dating from date of last hire in the bargaining unit by the Employer.

5.02 A newly hired employee shall be considered a probationary employee during the first sixty (60) calendar days of his employment or reemployment by the Employer. During the probationary period of employment, the Employer shall have the sole right to dismiss such employee without recourse.

5.03 Seniority shall prevail, when qualifications among or between employees are equal, in the selection of an employee or employees to be affected by the lay-off or recall from lay-off within the bargaining unit. An employee being laid off shall be given the opportunity to demonstrate his qualifications for a job to avoid lay-off. Work assignments requiring special hours and/or specific duties will be offered to qualified employees in order of seniority. In the event the employee cannot proficiently perform the job, he may return to his previous position.

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

- A. Voluntary quit;
 - B. Discharge for proper 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 vacation; 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 for any reason for three (3) months unless such absence is the result of a lay-off or an injury or illness, in which case, for no longer than eighteen (18) months;
 - 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 telegraph requesting him to return to work from a layoff;
 - F. Is retired;
 - G. Settlement had been made for permanent disability.
- 5.05 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 telephone number at which he may be reached. In instances where this is not done, the Employer shall not be responsible for failure of messages to reach such employee.
- 5.06 A seniority list of all employees covered by this Agreement shall 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. The Employer shall maintain a sign up list for Holiday work, Saturday work and Sunday work overtime. Such premium work opportunities shall be offered from the top of the list in order of seniority and, if volunteers are insufficient, junior employees may be forced to work in reverse order of seniority.
- 5.07 The Employer shall not subcontract work heretofore performed by bargaining unit employees to non-bargaining unit employees. This Section shall not preclude the Employer from using non-bargaining unit employees in situations where a municipality has declared emergency conditions and which would prevent the Company Employer from timely fulfilling its obligations under its Agreement with the municipality solely by using bargaining unit employees.

ARTICLE 6 NON-DISCRIMINATION

- 6.01 Neither the Employer nor the Union shall discriminate against any employee because of race, religion, color, age, sex or national origin, as defined in the Civil Rights Act of 1964, as amended, and the Age Discrimination In Employment Act of 1967, as amended.
- 6.02 Except where a bona fide occupational requirement exists, use in this Agreement of male or female pronoun shall refer to either sex.
- 6.03 Nothing in this Agreement shall be construed to prevent, preclude or inhibit the Employer's compliance with the Americans with Disabilities Act, and the Family Medical Leave Act, requirements of OSHA, regulations regarding harassment or any other legal requirements mandated by government authorities.

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 rights: 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, safety standards, work loads, and schedules of production; to establish and enforce reasonable rules and regulations; 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, machinery, processes or services; and to schedule and assign work to 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 or benefit, except as specifically modified by this Agreement, are vested in the Employer's discretion.

**ARTICLE 8
NO STRIKE/NO LOCKOUT**

- 8.01 The Union or its Representative and the employees agree not to call or threaten to call either verbal or written, 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 If the Union or their Representative engages in any such action, the Union will reimburse to the Employer all costs incurred to defend themselves against any such violation.
- 8.04 The Company agrees it will not lockout employees covered by this Agreement.
- 8.05 It shall not be a violation of this Agreement nor cause for discharge or disciplinary action 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.

**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 disciplinary actions must be forwarded to the Union office.
- 9.02 Any grievance arising between the Employer and the Union or any employee shall be settled in the following manner:
- Step 1: The aggrieved employee or employees and the Steward must present the grievance in writing to the Employer within three (3) working days of the event, act or omission giving rise to the grievance.
- Step 2: If a satisfactory settlement is not effected within five (5) working days of the presentation of the grievance in accord with Step 1 above, the Steward and employee(s) 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 its decision within five (5) days of its receipt of the grievance as presented by the Union Business Representative in writing.

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. The Union may write to the American Arbitration Association for a panel of five (5) neutral arbitrators and concurrently sending a copy of such correspondence to the Employer.

Following receipt of the 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 the coin, the Employer selecting heads or tails.

- 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 or 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(s) must demonstrate his good faith attempts to secure interim earnings.
- 9.06 An issue of facts as to whether or not any particular employee(s) has violated this Agreement by instigating or participating in any strike or interference with production as set forth in Article 7, Section 7.01, above shall be arbitrable provided that the only issue to be decided by the arbitrator is whether or not the employee(s) participated in the proscribed activity. In the event the arbitrator finds that the employee(s) 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(s).
- 9.07 The fees and expenses of the arbitration shall be divided equally between the Employer and the Union. Each party shall bear its own expense in presenting its case to the arbitrator, in providing witnesses and in securing any desired copy of the hearing transcript.
- 9.08 The Arbitrator's decision shall be final and binding on the Employer, the Union and employee(s).
- 9.09 All cases will be scheduled for a hearing and will be heard within thirty (30) days from the date of demand for arbitration is filed with the AAA (American Arbitration Association).

**ARTICLE 10
HOLIDAYS**

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

- 10.02 Holiday Pay is available only to an employee who completely works the last fully scheduled work day before, the day after, and if scheduled to work, the day of the Holiday, unless the Holiday occurs within the first thirty (30) days of the employee's absence due to work related to injury or illness, provided satisfactory proof is given.
- 10.03 When an employee works on the above Holidays, he shall be paid, in addition to his Holiday Pay, (provided he/she has earned their holiday pay, Article 10.02) for all work performed on the Holiday at one and one-half (1 1/2) his regular hourly wage rate. Employees who complete their assigned tasks on the holiday shall be guaranteed a minimum of six (6) hours paid at one and one half (1 ½) his hourly wage rate provided he/she has earned their holiday pay (Article 10.02).

**ARTICLE 11
VACATIONS**

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

<u>Years Employed</u>	<u>Vacation Week</u>
1	1
3	2
7	3
15	4

Each year of employment shall mean a year from anniversary date to anniversary date 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. A vacation year shall mean a calendar year beginning January 1st and ending December 31st of the same year.

Irrespective of the foregoing, no employee hired by the Employer prior to the effective date of this Agreement shall suffer a reduction in his vacation because of the application of the above vacation schedule.

- 11.02 Employees may request vacation pay in lieu of time off however, Employer is not obligated to do so.
- 11.03 No employee will receive their vacation time or vacation pay before their anniversary date, unless approved by the Employer.
- 11.04 Vacation time will be scheduled for five (5) consecutive days at a time (Monday through Friday) unless approved by employer.
- 11.05 Employees wishing to use a vacation day must submit their request in writing at least seventy-two (72) hours in advance.

**ARTICLE 12
FUNERAL LEAVE**

12.01 In the event of a death of a member of the immediate 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:

- o Death of employee's current spouse or child - 5 days
- o Death of employee's biological mother, father (or employee may substitute step-mother or step-father, however employer will not compensate for both biological and step parent(s) , brother, sister, current mother-in-law or father-in-law - 3 days
- o Death of employee's biological grandparent - 2 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 a 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 service.

**ARTICLE 14
PENSION**

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

(b) Commencing with the 1st day of July, 2009 and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund 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 of \$5.50 to the New England Teamsters and Trucking Industry Pension Fund.

Commencing with the 1st day of July, 2010 the said hourly contribution rate shall be \$6.05 but not more than \$242.00 per week for any one employee.

Commencing with the 1st day of July, 2011 the said hourly contribution rate shall be \$ 6.66 but not more than \$266.40 per week for any one employee.

Commencing with the 1st day of July, 2012 the said hourly contribution rate shall be \$7.33 but not more than \$293.20 per week for any one employee.

Commencing with the 1st day of July, 2013 the said hourly contribution rate shall be \$8.06 but not more than \$322.40 per week for any one employee.

Commencing with the 1st day of July, 2009 and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund as follows:

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours in behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

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 paid vacation, 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 in the case of employees paid on a mileage basis, the number of hours of contribution to the Pension Fund shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

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.

(c) The Employer agrees to and has executed a copy of the New England Teamsters 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.

(d) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund 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.

(e) 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 provision 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 attorneys' 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.

There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensations.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

(f) No oral or written modification of this section 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 section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

(g) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

(h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(i) In the event the Negotiating Committee of the National Freight Agreement shall decide to apply additional increases to the Pension Fund, the Employer shall upon receipt of written notice from the Union increase its contributions to the New England Teamsters and Trucking Industry Pension Fund in the amounts indicated on the same effective dates.

ARTICLE 15 HEALTH & WELFARE

15.01 a) This Health and Welfare Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

b) Commencing with the 1st day of July, 2009, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") 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 of \$ 7.51 ¼ to the Health Plan from the first hour of employment, up to a maximum of forty (40) hours per week.

Commencing with the 1st day of August, 2009, the said hourly contribution rate shall be \$7.86 ¼.

Commencing with the 1st day of August, 2010, the said hourly contribution rate shall be \$8.21 ¼.

Commencing with the 1st day of August, 2011, the said hourly contribution rate shall be \$8.56 ¼.

Commencing with the 1st day of August, 2012, the said hourly contribution rate shall be \$8.91 ¼.

Commencing with the 1st day of August, 2013, the said hourly contribution rate shall be \$9.26 ¼.

The Employer agrees to make contributions up to a maximum of forty (40) hours on behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

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 paid vacation, 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, provided however, that contributions shall be payable from the first hour of employment, up to a maximum of forty (40) hours per week.

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 of thirty-two (32) hours per week for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Health Plan, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Health Plan must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Health Plan shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount of contributions set forth above, not to exceed forty (40) hours per week per employee.

c) The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated March, 2004 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.

d) The parties agree that the Plan adopted by the Trustees of the Health 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 Health Plan as a deduction for income tax purposes.

e) 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 Health Plan 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 Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the tenth (10th) 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 Health Plan 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 provision 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 attorneys' 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 Health Plan 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.

f) No oral or written modification of this section regarding Health and Welfare contributions 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 section or upon the Trustees of the Health Plan.

g) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Health Plan.

h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

(i) In the event the Negotiating Committee of the National Freight Agreement shall decide to apply additional increases to the Health and Welfare Fund, the Employer shall upon receipt of written notice from the Union increase its contributions to the Teamsters Local 25 Health and Welfare Fund in the amounts indicated on the same effective dates.

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 the mechanic's 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. In the event of a dispute between the driver and the mechanic regarding the safety of the vehicle, the dispute will be resolved by the Service Manager in writing and the driver will receive a signed copy of the decision.
- 16.03 Any employee involved in any accident shall immediately report said accident and any physical injury to the Employer. When required by this Employer, the employee, before starting his next shift, 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 of Employer's choice, 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.
- 16.05 Employees are prohibited from the use of their personal Cell Phones while driving.
- 16.06 All employees shall be subject to random, post accident and reasonable suspicion drug and alcohol testing. It is understood and agreed the Employer has the right at any time to require any employee to undergo a physical examination and/or tests for drug and/or alcohol usage, by its physician, on Company time. Testing shall be conducted in accordance with the US Department of Transportation regulations. An employee who tests positive shall be subject to discharge.

- 16.07 Operational defrosters, heater, windows, and mirrors will be supplied by the Employer within a reasonable time at the notification by the driver for winter 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.
- 16.08 If, by direction of the Employer, an employee received a fine and suspension of the employee's license, the Employer is liable for payment of the fine and surcharge and for providing work opportunity for the employee. If the fine 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, and subject to discharge.
- 16.09 Employees will not be allowed to wear clothing, hats, tags or any other type of paraphernalia that bear the company name of any other employer in any type of rubbish collection, disposal or trucking business. Employees will be allowed to wear clothing with Local 25 insignia.
- 16.10 Employees will be required to wear all clothing issued by the employer. 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 if requested. Any such requested rain gear issued must be worn by employees.

**ARTICLE 17
WAGES, HOURS & OVERTIME**

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

	7/1/09	7/1/10	7/1/11	7/1/12	7/1/13
Residential Driver	22.60	23.30	24.00	T.B.N.	T.B.N.
Residential Laborer	22.60	23.30	24.00	T.B.N.	T.B.N.

The classifications set forth above are for the purpose of setting forth the minimum hourly wage rates of pay and neither these classifications 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 to perform work in another classification or system. The Union recognizes the need for flexibility in the work force and agrees that employees in one classification or system shall not be restricted from and may be assigned to do the work normally done by employees in another classification or system.

- 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 two (2) hours of pay in lieu thereof at his regular, straight time wage rate. The regular work week shall consist of forty (40) hours per week. Hours paid in excess of forty (40) hours in one (1) week shall be paid for at one and one-half (1 ½) times the employee's regular straight time rate of pay. Employees put to work on Saturday shall be guaranteed six (6) hours of work at one and one-half (1 1/2) times their regular straight time rate of pay provided the employee has worked all of forty (40) hours of assigned work hours in the previous immediately scheduled work week. If the employee has not worked forty (40) assigned work hours in the previous immediately scheduled work week, 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 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 forty (40) hours of assigned work hours in the previous immediately scheduled work week, those hours worked on Sunday up to forty (40) will be paid at the straight time hourly rate. 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 In the event of emergency, overtime may be offered and assigned to any qualified employee immediately available to perform the task(s) of the company regardless of their seniority.
- 17.04 Employees are required to work overtime when directed to by the company. The staffing need 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.
- 17.05 The Employer shall not schedule employees to work in excess often (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.
- 17.06 It is understood and agreed that there shall be no duplication and/or pyramiding of overtime pay under the terms of this Agreement. Approved paid time off (holidays, vacations, jury duty, and bereavement) shall count as time worked for purposes of computing overtime.
- 17.07 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. Each employee will receive a thirty (30) minute unpaid lunch break.
- 17.08 Anything in this Agreement to the contrary notwithstanding, the Employer, at its discretion, may grant and/or remove merit increases or incentive pay programs to provide for same from time to time during the life of this Agreement.
- 17.09 If The Employer agrees that a copy of any certified payroll record it is required to submit to the Public Works Department of the City of Boston as a requirement in any contract for refuse collection that may exist between the Employer and the City of Boston will be forwarded to the Union upon the written request of the Union.

ARTICLE 18 ABSENTEE AND TARDINESS

- 18.01 As a condition of employment, all employees are expected to report to work in a timely fashion on their scheduled workdays. Excessive absences and/or tardiness will not be tolerated and employee will be subject to termination.
- 18.02 The employee has the responsibility of scheduling or calling his/her own absence leaving a message with the Company's answering service.
- 18.03 Absence and excessive tardiness will be measured in occurrences for disciplinary purposes and administered as follows:
- o Called in absence on a scheduled workday = 1 occurrence.
 - o Called in absence on a Saturday, Sunday, or holiday = 2 occurrences.
 - o Calling in an absence later than 1 hour prior to, but before four hours after start of shift - 1 occurrence.
 - o Calling in absence later than four hours after start of shift or failing to report an absence = 2 occurrence.
 - o Tardiness = 1/2 (.5) occurrences.
 - o Failure to complete scheduled shift (less than eight (8) hours) = one-half (1/2) occurrences, unless approved in writing by his supervisor.

Tardiness is reporting to work within a period beginning with seven (7) minutes past the scheduled start time and before thirty (30) minutes past the scheduled start time. An employee that will be more than thirty (30) minutes late in arriving for work will be dismissed from work for the day without pay.

Absences of up to five (5) consecutive workdays or more will only be counted as one (1) occurrence provided the employees calls in each absence daily and provides a physician's verification within forty-eighty (48) hours after his/her return to work. If the employee does not provide proper notice or a physician's verification, each day absent will count as one (1) occurrence.

No occurrences will be given for absences which qualify for FMLA leave, assuming all the necessary requirements for obtaining such leave are met.

DISCIPLINARY ACTIONS:

- o Two (2) occurrences = Verbal Warning o
- Four (4) occurrences = Written Warning o
- Ten (10) occurrences = Discharge

All Disciplinary actions shall take place within a rolling twelve (12) month time frame with one (1) occurrence being removed every sixty (60) days of perfect attendance. Occurrences will be determined at the discretion of the Employer based on actions by the employee. Occurrences will be submitted in writing to the employee, shop steward and union representative.

18.04 Just cause for the immediate termination of employment without recourse are included, but in no way limited to the following:

- o Accepting compensation (monetary or otherwise) from someone other than the Employer for the collection and hauling of any material that would be otherwise collected by other means including, but not limited to demolition, hazardous waste or commercial waste.
- o Physical altercations with anyone on company property or time - aggressor only
- o Extended breaks.
- o Intentional slowdowns.
- o An Official of any City or Town requests in writing the employee be removed.
- o Failure/refusal of a drug/alcohol test.
- o Destruction of company, private, public property (intentional or otherwise).
- o Stealing.
- o Storing deadly weapons in/on company property.
- o Unauthorized operation of company equipment.
- o Operating company equipment off route without authorization.
- o After two (2) written warning of careless or reckless driving

**ARTICLE 19
ACCIDENT POLICY**

Chargeable Accidents:

A chargeable accident is defined as any incident which Purchase America determined that should have been avoided. Incidents resulting in property damage of under one thousand dollars (\$1,000.) will be assessed one-half (1/2) point. All other incidents will be assessed one (1) point. Discipline for chargeable accidents shall be measured on a rolling twelve (12) month basis and administered as follows:

- o One (1) Point - Written Warning
- o Two (2) Points - 2nd Written Warning
- o Three (3) Points - Up to Termination

Notwithstanding the above, any chargeable accident resulting from the driver's gross negligence will result in immediate termination of employment.

**ARTICLE 20
COMPLETION OF ENTIRE AGREEMENT**

In reaching this Agreement, 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 area 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 and opportunities are set forth in this Agreement.

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. This 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 21
SAVINGS CLAUSE**

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 22
DURATION**

This Agreement shall be in full force and effect from July 1, 2009 through June 30, 2014 and shall continue thereafter unless notice is given in writing to change, modify or terminate this agreement by either party to the other party sixty (60) days or more prior to the expiration of such period.

ARTICLE 23

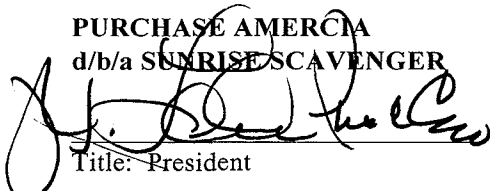
Should Employer be awarded a contract by any of the Massachusetts cities or towns listed below to perform residential household waste collection, or recycle collection, such a contract will be covered by this Agreement.

LIST OF TOWNS

Arlington	Belmont	Boston	Braintree
Brookline	Cambridge	Canton	Chelsea
Dedham	Everett	Lynn	Malden
Medford	Melrose	Milton	Needham
Newton	Norwood	Peabody	Quincy
Randolph	Revere	Somerville	Stoneham
Watertown	Weymouth	Winchester	Winthrop

Should Employer be awarded a contract by any Massachusetts city or town not listed above, such a contract will not be covered by this Agreement.

PURCHASE AMERICA
d/b/a **SUNRISE SCAVENGER**

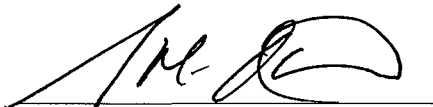

Title: President

Date: June 26, 2009

TEAMSTERS LOCAL UNION NO. 25

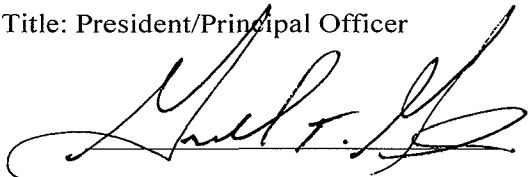
Affiliated with the International

Brotherhood of Teamsters



Date: 6/26/09

Title: President/Principal Officer



Date: 6/26/09

Title: Business Representative



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113 • (617) 241-8825 • Fax (617) 242-4284

www.teamsterslocal25.com

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 25

AND

PURCHASE AMERICA

d/b/a

SUNRISE SCAVENGER

SEAN M. O'BRIEN

President / Principal Officer

MARK A. HARRINGTON

Secretary-Treasurer

JOHN A. MURPHY

Vice President / Business Agent

STEVEN R. SULLIVAN

Recording Secretary / Director of Organizing

TIMOTHY P. MADDEN

Trustee

JACQUELINE "Jackie" ADDISON

Trustee

JOHN "Jay" MANLEY

Trustee

ROBERT B. McALLISTER

Business Agent

GEORGE B. SLICIS

Business Agent

THOMAS G. MARI

Business Agent

ROBERT E. FABRIZIO

Business Agent

DAVID A. PIETROFORTE

Business Agent

GERALD T. GODIN

Business Representative

The parties agree that cell phone use and texting will not be permitted during work hours.

In the event an emergency situation should arise, the employer will make every effort to expeditiously cooperate with employees.

**TEAMSTERS LOCAL UNION NO. 25 PURCHASE AMERICA
d/b/a SUNRISE SCAVENGER**

By: [Signature]
President/Principal Officer

By: [Signature]
President

Date: June 26, 2009

Date: June 26, 2009

By: [Signature]
Business Representative

Date: June 26, 2009

Teamsters, Chauffeurs, Warehousemen and Helpers. Boston, MA

We will only accept deliveries from UNION carriers! All other deliveries will be refused!

