



## **A G R E E M E N T**

**-Between-**

**TEAMSTERS UNION LOCAL No. 25  
International Brotherhood of Teamsters**

**AND**

**BOSTON CARTING, LLC.  
d/b/a JAW WASTE and SUNRISE SCAVENGER**

**For the Period**

**July 1, 2024 through June 30, 2028**

**Thomas G. Mari  
President/Principal Officer**

**Steven J. South  
Secretary-Treasurer**

**Printed & Assembled by  
Teamsters Local 25  
Office Staff**

**\*\*\* IMPORTANT \*\*\***

**UPON TERMINATION OF EMPLOYMENT,  
YOU MUST CALL THE UNION DUES OFFICE AT:**

**(617) 241-8825**

**TO REQUEST A WITHDRAWAL CARD  
IMMEDIATELY, OTHERWISE YOU WILL BE  
REQUIRED TO CONTINUE PAYING YOUR  
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25  
544 MAIN STREET  
CHARLESTOWN, MA 02129**

**(617) 241-8825**

**(800) 537-9825**

**FAX (617) 242-4284**

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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 BOSTON CARTING (as successor in interest to GPB WASTE d/b/a Sunrise Scavenger, hereinafter referred to as "Employer" d/b/a JAW WASTE SERVICES LLC, and SUNRISE SCAVENGER.

## **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.
- 2.02 Boston Carting Services LLC, agrees that in the event Boston Carting Services LLC, acquires, manages or controls any other business entity engaged in the business of waste management Boston Carting Services LLC, and/or such companies shall recognize Teamsters Local 25 as the collective bargaining representative for the employees who perform the same work as the employees covered by the afore-mentioned collective bargaining agreement and shall apply all terms and conditions contained in the collective bargaining agreement to such employees.

### **(a) Merger**

When two or more companies merge their operations, then the employees of the respective companies shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employer.

### **(b) Acquisition or Purchase**

When one company acquires or purchases control of the business of another company, then the employees of the company so acquired or purchased shall be placed at the bottom of the

acquiring or purchasing company's seniority roster in the order of their payroll or company seniority with the former company.

### Maintenance of Standards

#### Section 1

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this Agreement.

#### Section 2.

During the term of this Agreement or any renewal thereof, the Employer shall not directly or indirectly operate, maintain or conduct any establishment or place of business, or cause any establishment or place of business to be operated or maintained or conducted where the effect thereof is to render the terms of this Agreement inapplicable or for the purpose of evading the terms of this Agreement.

#### Section 3.

If the Employer wishes to put into use any type of equipment and/or operations or jobs for which rates of pay are not established by this Agreement, such equipment, operation or job shall not be put into force until the use of such equipment, operation or job and the rate of pay shall have been established by the negotiation committee between the parties.

## **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 (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. 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 ( $\frac{1}{4}$ ) 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.

If, by the last day of any given month, the Union is not in receipt of the amounts deducted from the employees' pay for dues, initiation fees and/or assessments, 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. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration provided in this Agreement. The aforesaid 72-hour notice to the Employer shall remain in full force and effect for a period of one year from the date of the occurrence upon which the notice is based.

- 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 New England Teamsters 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. Local 25 DRIVE contributions, forwarded to 544 Main Street, Boston, MA 02129, ATTN: DRIVE Coordinator.

**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. The Steward shall be notified of any employees hired by the Employer and will be allowed thirty (30) minutes to discuss the benefits of the union with the new employee. 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 to 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 ninety (90) calendar days of his employment or reemployment by the Employer. The Employer shall have the right to request an extension of thirty (30) calendar days to an employee's probationary period which the Union shall not unreasonably deny. 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. In the event two drivers are assigned to the same route the most senior driver shall have the opportunity to drive for the day's assignment.
- 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.
- 5.08 The employer agrees not to have management perform bargaining unit work except for emergency situations or mechanical breakdowns.
- The employer may subcontract:  
Maintenance work or  
Where a customer requires subcontracting  
Or work previously subcontracted
- 5.09 The four original Jet A Way driver shall remain on their commercial Front Load, Rear Load and Roll Off routes after the merger. Any new commercial work shall be available for all drivers to bid on.
- 5.10 Vacancies covered by this Agreement which the Employer intends to fill shall be posted. The position shall be awarded to the senior employee who shall receive the necessary training as determined by the Employer. In the event the Employee cannot proficiently perform the job, 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. The employer shall make a reasonable effort to provide access to training for employees seeking to be trained to perform work other than their normal and customary job. Such training shall be done with pay.
- 5.11 Seniority shall prevail when new equipment is assigned to the bargaining unit provided that it will only apply within each line of business (e.g. rear-load commercial, front load commercial, subscription residential, etc.). The assignment of new equipment shall be bid and limited to one per calendar year.

## **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, workloads, 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 Employer shall have the right to install, deploy and/or utilize various technology tools within company vehicles, equipment or facilities. Such technology tools may include, but are not limited to, inward and outward camera and recording systems (e.g. DriveCam), telematics devices, GPS tracking systems, iPads equipped with relevant software applications, and AI-driven coaching platforms. Any data or information collected by the Employer through the use of its technology tools shall be used only for legitimate business purposes including improving operational efficiency and productivity, enhancing workplace and public safety, facilitating communication and task management, providing coaching and feedback to employees, and for disciplinary purposes (subject to just cause). The use of DriveCam for disciplinary purposes shall be limited to an accident, law enforcement investigation, or citation. Employees are required to fully cooperate with the Employer in the use of these technology tools.
- 7.03 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 Five (5) 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 sixty (60) calendar days of employment 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	Juneteenth

- 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 (1½) 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 (1½) 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 50 hours straight time pay, 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 one hundred thirty-five (135) days. If an employee misses more than one (1) day in any week then that week will not count as a week toward vacation accrual. However, except for days not worked as a result of the employee having been excused due to work related illness or injury, if an employee only misses one day in a week, then that absence will be ignored and that week still counts as a full week for vacation accrual. Once an employee hits 5 or more days missed (for reasons not authorized by this Agreement) in any contract year, then that employee loses a full week of vacation accrual. A vacation year shall mean a calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup> 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.

Employees shall be entitled to take their vacation weeks at any time between January 1<sup>st</sup> and December 31<sup>st</sup>, irrespective of their employment anniversary date. Should an employee opt to take a vacation week prior to their anniversary date, the payment of such vacation week will be made on the employee's anniversary date.

- 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.
- 11.06 In the event an employee is absent for a work-related injury, that time shall be considered hours worked for qualifying for vacation.

**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:

- Death of employee's current spouse or child - 5 days
- 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
- 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**

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

14.02 The Employer and the Union agree that, pursuant to a Withdrawal Agreement entered into between the Employer, the Union, and the New England Teamsters and Trucking Industry pension Fund (the "Pension Fund") effective as of May 31, 2012, the Employer withdrew from the Pension Fund as of 11:59PM on May 31, 2012.

14.03 The Employer and the Union agree that pursuant to the Reentry Agreement, effective as of June 1, 2012, entered into between the Employer, the Union and the Pension Fund, the Employer reentered the Pension Fund as a New Employer pursuant to the terms and conditions of that Reentry Agreement, and except as provided in that Reentry Agreement, for the duration of the current collective bargaining agreement between the Union and the Employer, and any renewals or extensions thereof, the Employer shall make payments to the Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, 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:

- (a) For each hour or portion thereof, figured to the nearest quarter ( $\frac{1}{4}$ ) hour for which an employee receives pay or for which pay is due the Employer shall make a contribution of \$5.65 to the Pension Fund, but not more than \$226.00 per week for any one employee from the first hour of employment in such week.
  - (b) 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.
  - (c) If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 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.
- 14.04 Subject to the Reentry Agreement, 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.
- 14.05 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.
- 14.06 It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and further that 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 of and/or covered by this Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the 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.
- 14.07 If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20<sup>th</sup>) 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.

- 14.08 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.
- 14.09 The Employer and the Union expressly agree to all of the provisions of the aforesaid Reentry Agreement and incorporate the same into this Article 14 by reference thereto. No oral or written modification of this Article 14 regarding pension and retirement shall be made by the Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Agreement and covered by this Article 14 or upon the Trustees of the Pension Fund.

## **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 1<sup>st</sup> day of July, 2024 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 \$14.4125 to the Health Plan from the first hour of employment, up to a maximum of forty (40) hours per week.

Commencing with the 1<sup>st</sup> day of August 2024, the said hourly contribution rate shall be \$14.9125.  
Commencing with the 1<sup>st</sup> day of August 2025, the said hourly contribution rate shall be \$15.4125.  
Commencing with the 1<sup>st</sup> day of August 2026, the said hourly contribution rate shall be \$15.9125.  
Commencing with the 1<sup>st</sup> day of August 2027, the said hourly contribution rate shall be \$16.4125.

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.

The Employer shall remit payments to the Fund by the fifteenth (15<sup>th</sup>) day of the month for the prior month. Payment shall be made to Teamsters Union 25 Health Services & Insurance Plan, 529 Main Street, Suite 209, Charlestown, MA 02129.

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 fifteenth (15<sup>th</sup>) 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.

## **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.
- Air conditioning shall be maintained within a reasonable time frame when notified by the employee.
- 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 clothing issued or paid for by the employer. The employer shall provide safety tee shirts (7) and (2) sweatshirts for employees per year. Gloves for all seasons will be provided 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 at no charge for the appropriate seasons. 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 the employees. Beginning July 1, 2019, the employer shall provide a \$150.00 boot allowance per year for all bargaining unit employees. Employees must wear boots at all time while working.
- 16.11 The employer agrees to train bargaining unit members on equipment they are not familiar upon operational need at the discretion of management.

## 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:

	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Commercial	\$35.25	\$36.75	\$39.00	\$41.25
Residential Drivers	\$34.75	\$36.25	\$38.50	\$40.75
Residential Laborer	\$34.75	\$36.25	\$38.50	\$40.75
Roll Off / Container Delivery	\$33.75	\$35.75	\$37.75	\$39.75
Swing Driver	\$36.75	\$38.25	\$40.50	\$42.75
Lead Mechanic	\$36.70	\$38.20	\$40.45	\$42.70
Mechanic I	\$34.75	\$36.25	\$38.50	\$40.75
PM Mechanic	\$30.40	\$31.90	\$34.15	\$36.40
Utility	\$22.50	\$24.00	\$26.25	\$28.50

**Safety Bonus:** Employees will be eligible to receive up to \$1,000 per annum, paid two hundred fifty dollars (\$250.00) quarterly, provided they have no at fault incidents during the respective quarter.

**Attendance Bonus:** Employees will be eligible to receive up to \$1,000 per annum, paid quarterly, provided they have no more than one absence per quarter. Other than the annual bonus amount, the Employer shall have the discretion to implement and modify all other parameters of the attendance bonus program (e.g. what portion of the \$1000 shall be allocated for each quarter).

Swing Driver shall be trained in all lines of business and classifications to be qualified.

New Employee progression rate:

80% of the rate for zero (0) through six (6) months of employment

90% of the rate for six months to one (1) year of employment

100% rate at the twelfth (12) month of employment

Should a new employee work in the residential line of business he/she shall be paid full rate to comply with the prevailing wages laws.

The above rates are the minimum for the mechanic and utility classifications.

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 four (4) 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, eight (8) hours per day. Hours paid in excess of forty (40) hours in one (1) week shall be paid for at one and one-half (1½) 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 (1½) 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. All hours worked on Saturday will be paid at time and one-half (1 ½) the hourly rate, provided the employee has previously worked at least 40 hours that week. However, if there is a City wide emergency declared by the City of Boston (an example would be a blizzard that shuts down the City) that prevents work during any week, and absent that City emergency, the worker would have worked 40 hours that week before the Saturday, then the hours on that Saturday will be paid at time and one-half (1 ½) rate”.
- 17.03 The Employer shall have the right to establish four (4) commercial routes on a Tuesday through Saturday schedule. These routes shall be posted and bid by seniority. The Employer shall have the right to establish one (1) Sunday to Thursday route provided that Sunday shall be paid at two (2) times the established wage rate.
- 17.04 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.

- 17.05 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.
- 17.06 The Employer shall not schedule employees to work in excess of ten (10) hours in any one workday, except in cases of emergency, disabled equipment. Work beyond the tenth (10<sup>th</sup>) hour shall be voluntary. Except during April, May, October and November.
- 17.07 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.
- 17.08 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.
- 17.09 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.
- 17.10 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:
- Called in absence on a scheduled workday = 1 occurrence.
  - Called in absence on a Friday, Saturday, Sunday, or holiday = 2 occurrences.
  - Calling in an absence later than 1 hour prior to, but before four hours after start of shift - 1 occurrence.
  - Calling in absence later than four hours after start of shift or failing to report an absence = 2 occurrence.
  - Tardiness = ½ (.5) occurrences.
  - Failure to complete scheduled shift (less than eight (8) hours) = one-half (½) 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 employee calls in each absence daily and provides a physician's verification within forty-eight (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:

Two (2) occurrences = Verbal Warning

Four (4) occurrences = Written Warning

Ten (10) occurrences = Discharge

All Disciplinary actions shall take place within a rolling twelve (12) month time frame. Occurrences will be determined at the discretion of the Employer based on actions by the employee. Occurrences will be submitted in writing, which may be delivered via text or any other electronic method to the employee, shop steward and union representative. All discipline must be issued within 7 days of the alleged incident. That notice to union, shop steward and employee shall be made within 7 days of the alleged incident. Notwithstanding the electronic delivery of an occurrence, the time period to file a grievance shall not commence until management has submitted the occurrence in writing to the employee, shop steward and union representative.

All occurrences shall be removed upon ratification of this Collective Bargaining Agreement. All employees will begin with zero (0) occurrences.

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

- 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.
- Physical altercations with anyone on company property or time - aggressor only
- Extended breaks.
- Intentional slowdowns.
- An Official of any City or Town requests in writing the employee be removed.
- Failure/refusal of a drug/alcohol test.
- Destruction of company, private, public property (intentional or otherwise).
- Stealing.
- Storing deadly weapons in/on company property.
- Unauthorized operation of company equipment.
- Operating company equipment off route without authorization.
- After two (2) written warning of careless or reckless driving



No modifications shall be made to these Articles; however, all points under these Articles for Employees of Employer that exist on August 15, 2012 shall be cleared and the employees shall start with zero points on that date.

## **ARTICLE 19 ACCIDENT POLICY**

### **Chargeable Accidents:**

A chargeable accident is defined as any incident which the Employer determined that should have been avoided.. Accidents involving non-rolling stock will be evaluated for preventability. Preventable non-rolling stock accidents shall be counted as 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:

- One (1) Point            -        Written Warning
- Two (2) Points        -        2<sup>nd</sup> Written Warning
- 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.

No modifications shall be made to these Articles; however, all points under these Articles for Employees of Employer that exist on August 15, 2012 shall be cleared and the employees shall start with zero points on that date.

## **ARTICLE 20 COMPLETION OF ENTIRE AGREEMENT**

This Agreement incorporates the Memorandum of Agreement executed between the parties on September 1, 2010 and together supersedes any previous agreements between the Parties. 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**  
**GROUP LEGAL SERVICES FUND**

- a) This Group Legal Services Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.
- b) Commencing with the 1<sup>st</sup> day of July, 2024, and for the duration of the current collective bargaining agreement between Local Union and the Employer, the Employer agrees to make payments to the New England Teamsters and Subscribing Employers Group Legal Services Fund (hereinafter referred to as the "Group Legal Services Fund") for bargaining unit members performing work within the scope of and/or covered by this collective bargaining agreement, 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 \$0.20 to the Group Legal Services Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

Commencing with the 1<sup>st</sup> day of July 2024, the said hourly contribution rate shall be \$0.20.

Commencing with the 1<sup>st</sup> day of July 2025, the said hourly contribution rate shall be \$0.20.

Commencing with the 1<sup>st</sup> day of July 2026, the said hourly contribution rate shall be \$0.20.

Commencing with the 1<sup>st</sup> day of July 2027, the said hourly contribution rate shall be \$0.20.

- c) 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.
- d) The Employer agrees to and has executed a copy of the New England Teamsters and Subscribing Employers Group Legal Services Fund Agreement and Declaration of Trust dated November 30, 1989, (hereinafter referred to as the "Trust Agreement") and accepts such Trust Agreement, 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 Trust Agreement.
- e) The parties agree that the Plan adopted by the Trustees of the Group Legal Services 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 Group Legal Services Fund as a deduction for income tax purposes.
- f) 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 Group Legal Services 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 Group Legal Services Fund.

- g) If the Employer shall fail to make contributions to the Group Legal Services Plan by the twentieth (20<sup>th</sup>) 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 Group Legal Services 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.
- h) It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Group Legal Services 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.
- i) No oral or written modification of this section regarding Group Legal Services Plan 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 Group Legal Services Plan.
- j) 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 Group Legal Services Plan.
- k) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Group Legal Services 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.
- l) \* Employer shall have no withdrawal liability to the Group Legal Fund. Contributions are capped at forty (40) hours per week. The group Legal service cannot be used against the Employer.\*

## **ARTICLE 23**

### **TEAMSTERS LOCAL 25 TRAINING FUND**

Section 1. Commencing with the 1<sup>st</sup> day of July, 2019, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, the Employer agrees to make payments to the Teamsters Local 25 Training Fund (hereinafter referred to as the "Training Fund") for each and every bargaining unit member performing work within the scope of and/or covered by this collective bargaining agreement, 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 \$0.10 per hour to the Training Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

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.

There shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Training Fund, 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 Training Fund must be made for each hour worked on each employee, even though such employee may work only part time under the provisions of this contract.

In the case of employees paid on a mileage basis, the numbers of hours of contribution to the Training 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.

Section 2. The Employer agrees to and has executed a copy of the Teamsters Local 25 Training Fund Agreement and Declaration of Trust 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.

Section 3. The parties agree that the Plan adopted by the Trustees of the Training 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 Training Fund as a deduction for income tax purposes.

Section 4. 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 Training 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 Training Fund.

If the Employer shall fail to make contributions to the Training Fund by the tenth (10<sup>th</sup>) 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 Training 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 Training Fund and/or the Local Union, the Local Union and any of its representatives 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.

Section 5. No oral or written modification of this section regarding Training Fund contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the Training Fund.

- Upon chargeable accident the Employer may require the employee to attend a refresher training course within 30 days of the accident at Teamsters Local 25 Training Center. The employee shall be compensated at straight time wages for training hours. (no travel time)

Employer shall have no withdrawal liability to the Training Fund. Contributions are capped at forty (40) hours per week.

## **ARTICLE 24**

### **EARNED SICK TIME**

Employees will be entitled to use up to 40 hours of earned sick time in each calendar year. The calendar year shall be January 1 to December 31.

Employees can use paid sick time for the following purposes:

- to care for the employee's own physical or mental illness, injury, or medical condition;
- to care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition;
- to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
- to travel to and from an appointment, a pharmacy, or other location related to the purpose for which sick time was taken ; and
- to address the psychological , physical or legal effects of domestic violence.

Employees may use their earned sick time in increments of 1 hour, except that if the Employer has to hire a replacement or call in another employee due to absence, the Employer may require the absent employee to use an equal number of hours of sick time as were worked by the replacement, and if the

employee has insufficient earned sick time, the rest of the time is unpaid.

Use of sick time for purposes other than those listed above is not allowed and may result in discipline. Employees may not use sick time as an excuse for being late for work unless they are using time for a valid sick time purpose.

Employees can begin to use paid sick time on the 90<sup>th</sup> day after hire. Sick time is job-protected leave.

#### How Sick Time Is Earned

The Employer provides 40 hours of sick time as a lump sum at the beginning of each calendar year. Sick time does not accrue over time. Unused sick time does not carry over to the next calendar year.

#### How Sick Time is Compensated

Sick time will be paid at the employee's regular straight time pay rate. The Employer does not pay unused sick time to employees at the end of their employment. The employer agrees to pay out unused sick time at the end of the calendar year.

#### How Notice of Sick Time Must Be Given

Employees must notify the Employer before they use paid sick leave, except in the case of an emergency. For foreseeable or pre-scheduled uses of paid sick time, employees must provide the Employer at least 7 days' advance notice, except where an employee learns of the need to take sick time within a shorter period. For unforeseeable absences, employees must provide the Employer with notice that is reasonable under the circumstances. For multi-day absences, employees must provide notification of the expected duration of the leave or, if unknown, must notify the Employer on a daily basis during the leave, unless circumstances make such notice unreasonable.

The Employer reserves the right to require documentation for an employee's use of paid sick time if an employee (1) uses sick time for more than 24 consecutively scheduled work hours; (2) uses sick time for more than 3 consecutive days on which an employee is scheduled to work; (3) has 4 unforeseeable and undocumented absences within a 3month period. If an employee fails to provide the required documents within 7 days of the absence without reasonable justification, the employer may recoup the sum paid for earned sick time from the employee's future pay as an overpayment.

### **ARTICLE 25 DURATION**

This Agreement shall be in full force and effect from June 1, 2024 through June 30, 2028 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 26**

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. Boston Carting agrees as long as Boston Carting has any ownership rights of Barry


Bros. Disposal, that Barry Bros. Disposal shall not operate any in any commercial, or municipal waste industry work in the towns listed in the CBA between Teamsters Local 25 and Boston Carting.

#### LIST OF TOWNS

Abington	Hanover	Peabody
Arlington	Hanson	Pembroke
Avon	Hingham	Plymouth
Belmont	Holbrook	Plympton
Boston	Hull	Quincy
Braintree	Kingston	Randolph
Bridgewater	Lynn	Randolph
Brockton	Malden	Revere
Brookline	Manomet	Rockland
Cambridge	Marshfield	Scituate
Canton	Medford	Somerville
Carver	Melrose	Stoneham
Chelsea	Middleborough	W. Bridgewater
Cohasset	Milton	Watertown
Dedham	N. Plymouth	Weymouth
Duxbury	Needham	Whitman
E. Bridgewater	Newton	Winchester
Everett	Norwell	Winthrop
Halifax	Norwood	

#### FOR THE COMPANY:


BOSTON CARTING d/b/a JAW  
Waste Services LLC  
d/b/a SUNRISE SCAVENGER  
RUSSELL DISPOSAL

  
Patsy Sperduto, CEO

Date: 9/19/24

#### FOR THE UNION:

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

  
Thomas G. Mari, President/Principal Officer

  
Milton F. DePina, Field Representative

Date: 9/25/24

## **APPENDIX A**

### **Jet A Way Pension**

Teamsters Local 25 (Union) and Boston Carting (company), agree the four (4) original Jet-A-Way drivers shall continue to receive the current Pension contribution schedule as outlined in the Jet-A-Way agreement.

## **PENSION AND RETIREMENT**

- 14.01 During the life of this Agreement and any extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every Employee covered by this Agreement, including all regular, probationary, or temporary Employees, irrespective of his or her status as a member or non-member of the Union, from the first hour of employment subject to the Agreement.
- 14.02 The undersigned Employer and Local Union certify that the following provision is part of this collective bargaining agreement regarding pension or retirement benefits and contributions for all Employees performing work within the scope of and/or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to pension contributions and coverage.
- 14.03 This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.
- 14.04 For each hour or portion thereof, figured to the nearest quarter hour for which an Employee receives pay and for which pay is due, the Employer shall make an hourly contribution at the rate of: on July 1, 2024 \$16.87, but not more than \$674.80 per week; on July 1, 2025 \$18.22, but not more than \$728.80 per week; July 1, 2026 \$19.68, but not more than \$787.20 per week; July 1, 2027 \$21.25 but not more than \$850.00 per week; July 1, 2028 \$22.95 but not more than \$918.00 per week.
- 14.05 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 payment shall be made at the amount set forth above.
- 14.06 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 for up to 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.



- 14.07 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.
- 14.08 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.
- 14.09 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.
- 14.10 If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20<sup>th</sup>) 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 seventy-two (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 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.
- 14.11 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.
- 14.12 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.

- 14.13 The parties agree that this Standard Participation Agreement shall be considered a part of the collective bargaining agreement between the Local Union and the Employer and that no other agreement between the Employer and the Local Union regarding pensions, or retirement is in effect or will be effective during the period covered by the collective bargaining agreement.
- 14.14 The expiration date of the present collective bargaining agreement between the Employer and the Local Union is June 30, 2024. Copies of any renewal or extension agreements shall be furnished promptly to the Pension Fund, and if not consistent with the Standard Participation Agreement and/or Mandatory Contract Language or both required by the Trustees, such non-conformity may be used by the Trustees as a basis for the termination of the participation of the Employer as a contributing employer to the Fund.
- \* The Company and the Union agree that the Company may avail itself to the New England Teamsters Alternative Pension Fund Plan. The rates are determined by The Fund based on their calculations to maintain current accrual rates for the employees covered by this Agreement. The Union agrees to re-open the contract and engage in discussions to negotiate the hourly pension contribution.

## APPENDIX B

LETTER OF AGREEMENT  
BETWEEN  
BOSTON CARTING ("Company")  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 25 ("Union")

Teamsters Local 25 (Union) and Boston Carting (company), agree the four (4) original Jet-A-Way drivers shall continue to receive the current Jet-A-Way Vacation and Bereavement schedule as outlined in the Jet-A-Way agreement.

### VACATIONS

- 11.01 Each regular full time Employee covered by this Agreement shall receive vacation 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 VACATION
1	5
2	10
5	15
10	20
15	25

Each year of full employment shall mean a twelve (12) month period 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 or who terminates his employment with the Employer prior to his anniversary date shall be entitled to a prorated vacation based on the portion of the year worked since his last anniversary date.

An Employee may take earned vacation days during the vacation eligibility period, which is the period from twelve (12) months after his anniversary date until twelve (12) months thereafter. The vacation eligibility period for succeeding years shall repeat in the same manner. Employees are required to take all their earned vacation time. In the event the Employer does not allow the Employee to take vacation, vacation days unused at the end of the vacation eligibility period will be reimbursed by the employer in the pay period following the end of the Employee's vacation eligibility period.

- 11.02 Employees shall submit vacation requests by April 1 of each year, which shall be scheduled based on seniority. The Employer shall post the vacation schedule by April 15. Vacation requests submitted after April 1 shall be scheduled on a first come first serve basis. Any vacation week that becomes open after the schedule is posted shall be offered to the Employees in order of seniority. The Employer has the right to limit the number of Employees off on vacation at any time; to one Employee per each ten (10) Employees within the bargaining unit actively available for full duty work will be permitted to be off on vacation at the same time. In the event more

Employees than the Employer is willing to permit to be off on vacation at the same time desire the same vacation, the Employer shall make available the desired time to the most senior Employee(s) requesting that time.

11.03 Employees shall be entitled to single day vacations.

#### 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, child, mother, father, brother, sister,  
current mother-in-law or father-in-law, or grandchild - 5 days

Death of the Employee's grandparent, aunt, uncle,  
brother-in-law, sister-in-law, step parents, step children,  
domestic partners, nieces, nephews - 3 days

The Employee can declare a substitute for a natural mother or father.

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.





**\*\*\* IMPORTANT \*\*\***

**UPON TERMINATION OF EMPLOYMENT,  
YOU MUST CALL THE UNION DUES OFFICE AT:**

**(617) 241-8825**

**TO REQUEST A WITHDRAWAL CARD  
IMMEDIATELY, OTHERWISE YOU WILL BE  
REQUIRED TO CONTINUE PAYING YOUR  
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25  
544 MAIN STREET  
CHARLESTOWN, MA 02129**

**(617) 241-8825**

**(800) 537-9825**

**FAX (617) 242-4284**