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DEPT. OF LABOR STANDARDS
BOSTON OFFICE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JET-A-WAY., INC.

AND

TEAMSTERS LOCAL UNION No. 379

JULY 1, 2007 – JUNE 30, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	3
1	Recognition	3
2	Successors	3
3	Union Security & Check-off	3 - 5
4	Union Activity & Steward	5 - 6
5	Seniority	6 - 7
6	Non-Discrimination	7
7	Management Rights	8
8	No Strike/No Lockout	8
9	Grievance & Arbitration Procedure	8 - 10
10	Holidays	10 - 11
11	Vacations	11 - 12
12	Funeral Leave	12
13	Jury Duty	12
14	Pension and Retirement	12 - 15
15	Health & Welfare	15 - 16
16	Safety & Equipment	16 - 17
17	Wages, Hours and Overtime	17 - 19
18	Miscellaneous Conditions	19
19	Completion of Entire Agreement	19
20	Savings Clause	19
21	List of Towns	20
22	Duration	21

PREAMBLE

This Agreement is made and entered into by and between EXCAVATING & BUILDING MATERIAL TEAMSTERS, CHAUFFEURS & HELPERS, LOCAL UNION NO. 379, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union, and **JET-A-WAY, INC.**, 47 Kemble Street, Roxbury, Massachusetts 02119, hereinafter referred to as "Employer". Throughout this agreement the word "Employee" refers to members of the bargaining unit.

Article 1

RECOGNITION

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

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

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

Article 2

SUCCESSORS

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

Article 3

UNION SECURITY AND CHECKOFF

3.01 All present Employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st)

day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this Agreement, whichever is 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 condition generally available to other members, to forthwith 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 first pay of the month of all regular Employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions by the end of the month for which the deductions are made. Where laws require written authorizations by the Employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. In addition, the Employer agrees that from the pay of a newly hired Employee, not a member of the Union, it will deduct a sum equivalent to one-quarter (1/4) of the Union's initiation fee for each of the first four (4) weeks of the newly hired Employee's employment, provided the Employer is given by the Employee satisfactory written authorization for the deduction, and forward same together with the name and address of the new Employee to the office of the Union.

3.04 In the event 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 Employer to otherwise remit the dues to the Union.

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

3.06 The employer agrees, upon receipt from an Employee of written authorization, to deduct monthly from the Employee's wages contributions to the Teamsters Joint Council #10 Federal Credit Union, in amounts to be remitted to the Credit Union once a 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. Employees will be allowed to change the amounts of deductions once per calendar quarter, to be effective at the start of the succeeding quarter.

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

3.08 The Employer agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to National DRIVE on a monthly basis, in one check the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck.

Article 4 UNION ACTIVITY & STEWARD

4.01 Authorized agents of the Union shall have reasonable 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 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 records available within seven (7) days of the Union's request.

4.02 The Employer will provide a bulletin board in a conspicuous place within the Employer's premises for posting of information of interest to the Employee members of the Union.

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 on other official Union business, provided that (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 due to a lack of qualified and available Employees and if giving an Employee time off will interfere with the orderly operations of the Employer's business, the Employer may refuse to grant such time off. No contributions to the pension plan will be made by the Employer when an Employee is granted such leave and/or has not achieved earnings from the Employer.

4.04 An Employee 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 the Employer's local telephone service, to conduct Union business without any loss of wages for a total of one (1) hour per day on Employer time. All Union business by the Steward shall be conducted before or after the Steward's assigned work shift. The Steward shall not delay an entire crew while

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

Article 5

SENIORITY

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

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

5.03 Weekend and holiday overtime shall be offered in seniority order to the Employees qualified to do the work. Extra work during the week shall be work that needs to be performed after all drivers have gone home for the day and would need to be called back, or work that needs to be done ten and a half (10-1/2) hours after the latest starting time of a driver on that day. Extra work shall be offered to the available qualified Employees, who are qualified under DOT rules to perform that work, in seniority order. The junior qualified Employee(s) shall be required to do the work. If, on the same calendar day, an Employee is called back to work after completing work on that day, he shall be guaranteed four (4) hours of work at one and one half (1-1/2) times his regular straight time rate of pay.

5.04 Employees shall be laid off in seniority order of qualified Employees beginning with the Employee with the least amount of seniority. Employees shall be recalled in the reverse order in which they were laid off.

5.05 An Employee shall lose his seniority rights and the employment relationship shall cease under the following conditions:

- A. Voluntary quit;
- B. Discharge for just cause;
- C. Absent from work without prior notice to the Employer (and/or a valid reason for lack of notice) for two (2) consecutive working days; fails to return to work at the expiration of a leave of absence or 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 as a result of a layoff injury or illness, for a period no longer than one (1) year; (eighteen (18) months for job related injury or illness.)
- E. Fails to return to work or secure an approved leave of absence within forty eight (48) hours after the Employer has attempted to give notice by telephone

and/or telegraph requesting him to return to work from a layoff. The Employer will advise the Union that notification has been attempted;

F. Is retired;

G. Settlement has been made for permanent disability.

5.06 Each Employee covered by this Agreement shall notify the Employer immediately of any change of his address for the purpose of receiving mail; and shall provide the Employer with a phone number at which he may be reached.

5.07 A seniority list of all Employees covered by this Agreement will be posted on a centrally located bulletin board and brought up to date, and a copy sent to the Union, as reasonably requested by the Union. The Employer shall maintain a sign up list for Holiday and Saturday work.

5.08 The Employer may subcontract:

A. Work outside the Employer's Boston service area (defined in Article 21) or commercial work which is not currently performed;

B. Work which is not part of the Employer's core business (i.e., but not limited to, commercial and municipal solid waste, C&D waste and commercial recycling).

Article 6

NON-DISCRIMINATION

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

6.02 Except where a bona fide occupation 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 American with Disabilities Act, 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 rights of the Employer include 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 efficiency, and to establish, enforce, and from time to time modify

reasonable rules and regulations, including, but not limited to, rules concerning absenteeism, tardiness, motor vehicle accidents, personal work related injuries, and performance standards, safety standards, workloads and schedules of production, to determine the location and extent of the Employer's operations and their commencement, expansion; curtailment or discontinuance; to select, introduce, discontinue, eliminate or change equipment and machinery, processes or services; and to schedule and assign work to the Employees.

7.02 The above are by way of example only of rights vested exclusively in the Employer and all rights which the Employer would have but for the existence of a Collective bargaining agreement, including the rights to continue or discontinue any past practice 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 and the Employees agree not to call, sanction, participate in, authorize, instigate, support, assist or condone any strike, sympathy strike, work stoppage, slowdown, or other concerted efforts such as extension of lunch, overtime bans, and meetings during working hours or other intentional interference with production.

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

8.03 The Employer agrees it will not lockout Employees covered by this Agreement.

8.04 It shall not be a violation of this Agreement nor cause for discharge or disciplinary actions should an Employee refuse to go through or work behind a lawful primary picket line, including lawful primary picket line of the Union, at a customer's place of business.

Article 9

GRIEVANCE & ARBITRATION

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 issued by the Employer shall be forwarded to the Local Union by the close of business on the next business day.

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

Step 1. The aggrieved Employee or Employees and a Steward must present the grievance in writing to the Employer and, if the Employee wishes, the Steward, within three (3) working days of the event, act or omission giving rise to the grievance.

Step 2. If a satisfactory settlement is not effected within five (5) working days of the presentation of the grievance in accord with Step 1 above, the Steward and Employee shall submit the grievance in writing to the Union's Business Representative. Time spent by a Steward in meetings required or permitted under Step 1 and Step 2 of the grievance procedure shall be treated as time worked.

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. The Employer must give the Union, in writing, its decision within five (5) business days of its receipt of the grievance as presented by the Business Representative.

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

Reasonable effort will be made by the Union and the Employer to have all cases scheduled for hearing within thirty (30) days from the date the Demand for Arbitration is filed with the American Arbitration Association. It is understood that neither the Union nor the Employer has any control over actual scheduling of hearings by the American Arbitration Association.

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

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

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

9.06 An issue of facts as to whether or not any particular Employee has violated this Agreement by instigating or participating in any strike or interference with production as set forth in Article 8, Section 8.01, above, shall be arbitrable provided that the only issue to be decided by the arbitrator is whether or not the Employee participated in the proscribed activity. In the event the arbitrator finds that the Employee did in fact participate, he shall have no power or jurisdiction to question, overturn or otherwise consider the kind or severity of disciplinary action taken against the Employee.

9.07 The fees and expenses of the arbitrator shall be divided equally between the Union and the Employer. Each party to the arbitration shall bear its own expenses, including, but not limited to, reasonable attorneys' fees, related to presenting its case to the arbitrator, providing witnesses and securing any desired copies of the transcript of the arbitration.

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

Article 10

HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Employees Birthday or substitute day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

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

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

Article 11

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

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.⁷

11.03 Employees shall be entitled to single day vacations.

Article 12

FUNERAL LEAVE

12.01 In the event of a death of a member of the family of a regular full time Employee who has completed his probationary period, the Employer agrees to compensate

the Employee for his loss of wages, at a maximum of eight (8) hours per day, as follows:

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

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.

Article 13

JURY DUTY

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

Article 14

PENSION 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, 2007, \$4.7355, but not more than \$189.42 per week;

on July 1, 2008, \$4.9723, but not more than \$198.89 per week;

on July 1, 2009, \$5.2209, but not more than \$208.84 per week;

on July 1, 2010, \$5.4819 but not more than \$219.28 per week.

on July 1, 2011, \$5.7560 but not more than \$230.24 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 (20th) day of the month following the month during which the Employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 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, 2012. 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.

Article 15

HEALTH & WELFARE

15.01 All Union member Employees of this bargaining unit who complete the probationary period of sixty (60) days shall be entitled to the health insurance plan provided by the Employer. The Plan will remain in force during the term of this Agreement; however the Plan may change but the benefits shall be reasonably similar to what is presently offered. The Employer will continue to pay eighty percent (80%) of the premium cost, and the Employee will pay twenty percent (20%) There are no other reimbursements under the health insurance plan due to Union Member Employees.

15.02 If any Employee is absent as a result of being excused by the Employer due to illness or injury for more than one (1) week, the Employer shall continue to provide Health Insurance coverage for a period not to exceed four (4) weeks. If an Employee's absence is due to injury sustained in the course and scope of his employment by the Employer, the Employer shall continue to provide Health Insurance coverage under the Family Medical Leave Act, if applicable. Or four (4) weeks, whichever is lesser.

15.03 Each regular Union member Employee will be granted the opportunity to enroll in the Health Insurance program. Weekly co-payments as listed will be required by those participating Employees who elect coverage.

Additional Insurance Coverage

- A. \$25,000.00 Life Insurance coverage (Employee only – Employer will pay 100%.)
- B. Short-term disability \$250.00 per week for a maximum of twenty-six (26) weeks subject to seven (7) day waiting period (Employee only – Employer will pay 100%.)
- C. Dental insurance, (single or family) voluntary Employer will pay 50% copay
- D. Vision (included in Health Insurance)

Article 16

SAFETY & EQUIPMENT

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

16.02 Employees shall not be required to operate unsafe equipment, provided however that any Employee who refuses to operate equipment because he believes it

to be unsafe shall, after the mechanic has checked and determined that in his judgment the equipment is mechanically sound and properly equipped, be subject to disciplinary action by the Employer, including discharge if he still refuses to operate the equipment after it has been determined by the shop supervisor to be in safe working order.

16.03 Any Employee involved in any accident shall immediately report said accident and any physical injury to the Employer. When required by his Employer, the Employee, before 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 court for the purpose of testifying because of an 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, up to a maximum of eight (8) hours per day, he misses because of such appearance. The Employer shall furnish the Employee with legal counsel, at no cost to the Employee in connection with any accident until legal action has concluded, provided the Employee did not violate the law in connection with said accident.

16.05 All Employees shall be subject to random, post accident and reasonable suspicion drug and alcohol testing. Testing shall be conducted in accordance with the US Department of Transportation regulations. An Employee who tests positive shall be subject to discharge.

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

16.07 If, by direction of the Employer, an Employee receives 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 or surcharge is the result of the Employee's action or negligence, then the Employee shall be solely responsible for the fine or surcharge imposed and for any loss of work opportunity.

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

16.09 When an Employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured. In addition, the Employee shall be paid for all lost time caused by the subsequent treatment of such injury during his

scheduled working hours, provided the Employee presents the Employer with a written directive by the doctor ordering such treatment.

16.10 Safety shoes will be required as a condition of work. The Employer will provide a semi-annual safety shoe allowance of seventy-five (\$75.00) dollars to each regular full-time Employee. The Employer will determine the dates of the allowance and the safety shoe provider.

16.11 The Employer shall provide all necessary personal protective equipment ("PPE") and ANSI standard clothing. PPE must be worn as required. Each Employee shall be responsible for taking reasonable care of the equipment and clothing issued by the Employer. Equipment worn out by normal wear and tear will be replaced by the Employer.

Article 17

WAGES, HOURS AND OVERTIME

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

	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
DRIVERS	\$22.00	\$22.60	\$23.60	\$24.30	\$25.00

In the event that **JET-A-WAY, INC.** bids on and is awarded a contract for residential collection in any city or town listed in Article 21, the job classification of HELPER shall be added with the minimum hourly wage rates as follows:

HELPER	\$22.00	\$22.60	\$23.60	\$24.30	\$25.00
--------	---------	---------	---------	---------	---------

The classifications set forth above are for the purpose of setting forth the 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 do the work normally done in another classification or system.

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

17.02 Any Employee scheduled to work who reports to work at his scheduled starting time without having been told not to report prior thereto shall be guaranteed a minimum of two (2) hours of pay in lieu thereof at his regular straight time wage rate. Such Employees who are put to work shall receive eight (8) consecutive hours of work at their

regular rate of pay for each day of work, Monday through Friday. Employees put to work on Saturday shall be guaranteed six (6) hours of work at one and one half (1-1/2) 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 all scheduled work hours, those hours worked on Saturday up to forty (40) will be paid at the straight time hourly rate. Employees put to work on Sunday shall be guaranteed (6) hours of work at two (2) times their regular straight time rate of pay. Any Employee injured in the course and scope of his employment by the Employer shall be entitled to eight (8) hours pay for the day on which he was injured.

17.03 The regular workday shall consist of eight (8) consecutive hours and the regular work week shall consist of forty (40) hours per week of five (5) workdays, Monday through Friday. Hours paid in excess of forty (40) hours in one (1) week shall be paid one and one half (1- 1/2) times the Employee's regular straight time rate of pay provided the Employee reports as scheduled for each work day of the work week unless the absence of the Employee is the result of an injury or illness, provided satisfactory proof of the work related injury or illness is accepted by the Employer. Approved paid time off: holidays; vacation; jury duty; and bereavement shall count as time worked for purposes of computing overtime.

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

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

17.05 Each Employee covered by this Agreement shall be entitled to a fifteen (15) minute rest period during the first half of each shift and another fifteen (15) minute rest period during the second half of each shift and a third fifteen (15) minute rest period after eleven (11) hours of continuous work hours. Rest periods must be called in to dispatch both prior to and at the end all breaks.

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, or when necessary to complete the Employee's day's work assignment. All hours in excess of ten (10) hours shall be voluntary, except if called back to work on the same day then seniority rules apply.

Article 18

MISCELLANEOUS CONDITIONS

18.01 The Employer shall provide company uniforms for the Employees of this bargaining unit and pay for same and Employees shall wear same at all times while on duty.

18.02 The Employer shall provide Employees with a lockable locker.

18.03 D.O.T. physicals shall be scheduled during working hours at no cost to the Employee and time spent shall be paid.

Article 19

COMPLETION OF ENTIRE AGREEMENT

19.01 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 areas of collective bargaining and further acknowledge that the understandings and agreements arrived at by the parties after full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement.

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

Article 20

SAVINGS CLAUSE

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

Article 21

21.01 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 performed by members of Local 379 working for the Employer.

LIST OF TOWNS

Arlington	Milton
Bedford ✓	Needham
Belmont	Newton
Boston	Norwood
Braintree	Peabody
Brookline	Quincy

Burlington ✓	Randolph
Cambridge	Revere
Canton	Somerville
Chelsea	Stoneham
Dedham	Waltham ✓
Everett	Watertown
Lexington ✓	Westwood ✓
Lynn	Weymouth
Malden	Winchester
Medford	Winthrop
Melrose	Woburn ✓

Article 22

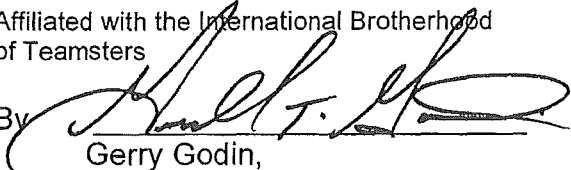
DURATION

22.01 This Agreement shall be in full force and effect from July 1, 2007, through June 30, 2011, and shall continue thereafter from year to year unless notice is given in writing of a desire to change, modify or terminate the Agreement by either party to the other party sixty (60) days or more prior to the expiration of such period.

TEAMSTERS UNION LOCAL NO. 379

Affiliated with the International Brotherhood
of Teamsters

By

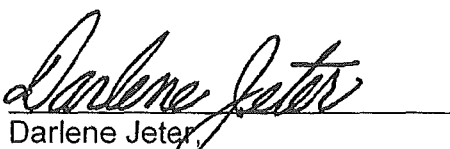

Gerry Godin,
Secretary/Treasurer, Principal Officer

Date:

7-19-07

JET-A-WAY, INC.

By


Darlene Jeter
Chief Executive Officer

Date:

July 19, 2007



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

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

www.teamsterslocal25.com

TENTATIVE AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 25

AND

JET-A-WAY

SEAN M. O'BRIEN
President / Principal Officer

MARK A. HARRINGTON
Secretary-Treasurer

JOHN A. MURPHY
Vice President / Business Agent

MARK D. LESSARD
*Recording Secretary
Assistant Business Agent*

JACQUELINE "Jackie" ADDISON
Trustee

JOHN "Jay" MANLEY
Trustee

ANDREW P. WALSH
Trustee

GEORGE B. SLICIS
Business Agent

THOMAS G. MARI
Business Agent

ROBERT E. FABRIZIO
Business Agent

DAVID A. PIETROFORTE
Business Agent

STEVEN J. SOUTH
Business Agent

STEVEN R. SULLIVAN
Organizer

The Employer and the Union hereby agree that all provisions of the current collective bargaining agreement in effect from July 1, 2007 through June 30, 2012 shall remain in full force and effect except as modified below:

ARTICLE 5 - SENIORITY

Section 5.05

Change 18 months to 2 years

ARTICLE 11 - VACATIONS

Section 11.01

Add: 15 years to 25 days

ARTICLE 12 - FUNERAL LEAVE

Section 12.01

Add 3 days for: aunt, uncle, brother-in-law, sister-in-law, step parents, step children, domestic partners, nieces, nephews

ARTICLE 15 - HEALTH AND WELFARE

Company plan 1st day of July, 2012, 100% paid by company.

Company plan 1st day of July, 2013, 100% paid by company.

Commencing with the 1st day of August, 2014, the said hourly contribution rate shall be \$UPS rate.

Commencing with the 1st day of August, 2015, the said hourly contribution rate shall be \$UPS rate.

Commencing with the 1st day of August, 2016, the said hourly contribution rate shall be \$UPS rate.

RECEIVED

JAN 7 2013

DEPT. OF LABOR STANDARDS
BOSTON OFFICE

Teamsters, Chauffeurs, Warehousemen and Helpers. Boston, MA
We will only accept deliveries from UNION carriers! All other deliveries will be refused!

ARTICLE 14 - PENSION AND RETIREMENT

Section 14.04 - rates

July 1, 2012 the hourly contribution rate will be \$6.34 (increase \$0.58)
July 1, 2013 the hourly contribution rate will be \$6.97 (increase \$0.63)
July 1, 2014 the hourly contribution rate will be \$7.67 (increase \$0.70)
July 1, 2015 the hourly contribution rate will be \$8.44 (increase \$0.77)
July 1, 2016 the hourly contribution rate will be \$9.28 (increase \$0.84)

ARTICLE 17 - WAGES, HOURS AND OVERTIME

Section 17.01

Drivers and Helpers

July 1, 2012 increase \$1.00 per hour to \$26.00
July 1, 2013 wage freeze.
July 1, 2014 increase \$2.00 per hour to \$28.00
July 1, 2015 increase \$0.65 per hour to \$28.65
July 1, 2016 increase \$0.50 per hour to \$29.15

RECEIVED

JAN - 7 2013

DEPT. OF LABOR STANDARDS
BOSTON OFFICE

ARTICLE 22 - DURATION

Section 22.01

Change dates from July 1, 2007 through June 30, 2012
TO: July 1, 2012 through June 30, 2017

TEAMSTERS LOCAL UNION NO. 25

By: [Signature]

Title: President

By: [Signature]

Title: Asst. Business Agent

JULY 11, 2012

JET-A-WAY

By: [Signature]

Title: President & GM

By: _____

Title: _____