

AGREEMENT AND WORKING RULES

BETWEEN

Action Carting

AND

LOCAL UNION 621

UNITED WORKERS OF AMERICA

September 1, 2016 TO August 31, 2019

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THIS AGREEMENT made and entered into this 14th day of November, 2016, by and between **ACTION CARTING ENVIRONMENTAL SERVICE INC.**, currently located at 375 Rt. 1 & 9 South, Jersey City, NJ 07306, its successors or assigns (hereinafter referred to as the "Employer") and **LOCAL 621, United Workers of America**, currently located at 367 Long Beach Road #147, Island Park, NY 11558, its successors or assigns (hereinafter referred to as the "Union").

WHEREAS: The parties have carried on collective bargaining negotiations for the purpose of developing a general agreement on wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained the parties hereto agree with each other with respect to the Employee of the Employer recognized as one being represented by the Union as follows:

Article I. RECOGNITION

(a) The Employer hereby recognizes the Union as per the certification of NLRB Case number 22-RC-185976 as the exclusive representative of all full-time & regular part-time Roll Off Drivers, Packing Drivers, Helpers, Mechanics, Welders, and related employees, employed by the Employer at its Jersey City New Jersey Facility, but excluding all Office Clerical employees, sales employees, professional employees, guards, supervisors as defined by the National Labor Relations Act, and other employees. The parties further acknowledge the multiple recognitions in place with other unions and agree to continue to abide by these modified recognitions.

(b) The parties hereby agree that in the administration of this Agreement there will be no discrimination because of an employee's race, color, sex, religion, age, creed, marital status, national origin, ancestry, personal preference or animus, physical disability, sexual orientation, veteran status or citizenship status, or any other classification.

Article II. UNION SECURITY

(a) All employees shall as a condition of employment become and remain members of the Union on the 31st day following the beginning of their employment, or the effective date of this Agreement or the execution date of this Agreement, whichever is later.

(b) The Employer shall immediately discharge any employee after receipt of written notice from the Union that said employee, pursuant to the terms of Section a) of this Article, is not a member of the Union by reason of said employees failure to tender periodical dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

(c) The Employer shall furnish the Union with the name of any new employee together with the date of hiring of said employee immediately upon his hiring.

Article III. CHECKOFF

(a) The Employer, upon receipt of a written authorization signed by the employee, which authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner, shall deduct membership dues and initiation fees from said employee's wages on the first pay day of every month, and remit same to the Union no later than the 20th day of the month in which they are deducted. The Union agrees to hold harmless and indemnify the employer for any consequence of dues deductions.

(b) In the case of newly hired employees the Employer shall be obligated to deduct dues and initiation fees, as described herein, in and for the month in which said employees 31st day of employment is on or before the 15th day of the month. In the event that the 31st day of employment is on or after the 16th day of the month then the Employer shall be obligated to deduct dues and initiation fees on the first pay day of the next following month to be effective for the month in which it was deducted.

(c) The Employer shall notify the Union immediately upon the receipt of any revocation of any authorization submitted to it pursuant to this Article.

Article IV. SENIORITY

(a) An employee acquires seniority rights immediately following the expiration of the "probationary" period of employment. Seniority shall be defined as the total length of continuous service with the Employer.

(b) The Employer shall submit a current and up-to-date seniority list when requested by the Union, but not more often than once every six (6) months during the term of this Agreement.

(c) In the event of layoff, the least senior employee shall be the first one laid off and in the event of recall, the most senior employee shall be the first one recalled, assuming the employee has the ability to do the job requested.

(d) An employee who is notified of recall shall be required to return to work within five (5) working days of notice sent by certified mail to the last known address of the employee on file with the Employer and a copy sent to the Shop Steward.

(e) Seniority shall be broken by an employee's voluntary separation from the Employer or by discharge for just cause. Seniority shall accrue during layoffs of less than one (1) year or during authorized leaves of absence.

Article V. SHOP STEWARD

(a) The Employer recognizes the right of the Union to designate a Chief Shop Steward and up to two (2) Assistant Shop Stewards, who shall be recognized as the representatives of the Union for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Stewards and the Employer agrees that the Stewards shall be free to conduct his duty as such, with

the understanding that such duty will not unduly interfere with normal production or the conduct of the business and the Stewards shall be expected to do their usual work. However, reasonable time spent carrying out the grievance procedure, agreed upon herein, will be considered as being on the Employer's time, provided step one of the procedure is taken up at a time mutually agreeable to by the Stewards and the Supervisor.

(b) The Employer will pay the Shop Steward eight (8) hours pay to attend the Local 621 UWA Shop Steward Seminar held each year.

(c) A new employee's direct Supervisor shall introduce a new employee to the Shop Steward during the first week of his employment.

Article VI. HOURS AND OVERTIME

(a) The work week shall consist of forty (40) hours per week. All work performed in excess of forty (40) hours in any week shall be paid at the rate of time and one half. Every employee shall receive at least a one-half hour non-paid lunch break each working day as near the middle of the day as possible.

(b) An employee shall not be required to take time off in lieu of overtime previously worked. Employees shall be required to work a reasonable amount of overtime, consistent with applicable DOT regulations. Paid holidays shall count as time worked for purposes of computing overtime.

(c) Employees who report to work and are sent home due to extreme weather conditions shall be paid 4 hours pay. The employer must give an employee one (1) hours notice if they are not going to work a scheduled shift.

Article VII. HOLIDAYS

(a) The Employer agrees to pay the employees full salary (all employees will be paid eight (8) hours of holiday pay) for the following as if they worked thereon:

<i>New Year's Day</i>	<i>Independence Day</i>
<i>MLK Birthday</i>	<i>Labor Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>June 21 (621 Birthday)</i>	<i>Christmas Day</i>

(b) The compensation for Holidays shall be based upon the employee's regular daily earnings (eight (8) hours pay at the employees rate of pay).

(c) In the event that an employee does work on a Holiday he shall be paid at his straight time hourly rate in addition to his Holiday pay.

(d) If any of the above mentioned Holidays should fall on Saturday the Employer shall have the option of either paying Holiday pay (one day's pay) or granting one (1) additional day off. If the Holiday falls during an employee's vacation, the Employer shall have the option of paying an additional days pay or granting an additional day off.

(e) To be eligible to receive pay for any Holiday, an employee must work the regularly scheduled day before and the regularly scheduled day after said Holiday, provided however, that if the employee has a reasonable excuse for not working on the day before and after the Holiday, he/she shall nonetheless be paid for such Holiday.

Article VIII. VACATIONS

(a) After one (1) full year of employment, each regular full time employee shall receive a vacation with pay as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATIONS</u>
One (1) year Employment	1 weeks
Three (3) years or more Employment	2 weeks
Seven (7) years or more Employment	3 weeks
Fifteen (15) years or more Employment	4 weeks
Twenty-Five (25) years or more Employment	5 weeks

(b) All employees hired prior to December 13, 2013 shall be grandfathered in the payment of vacation time, which current practice is to be paid for their regularly scheduled work time with overtime to be included if applicable. All other employees who are scheduled to work 5-days 50 hours per week will receive forty-eight (48) regular vacation hours, and those who work 6-days 60 hours per week will receive fifty-six (56) regular vacation hours.

(c) The vacation period shall be any time between January 1st and December 31st. The employer shall have the right to fix the number of employees on vacation at the same time, subject to the reasonable requirements of the Employer's business.

(d) The Employer shall take written vacation requests from October 1st through December 15th of the year prior to the year in which the vacation is to be taken. Any request must be submitted by the employees in writing by December 15th. Any employee failing to request his desired time off by December 15th will forfeit his seniority right to pick vacation. The Employer shall post the vacation schedule for that year no later than January 15th and return approved/denied requests to the affected employee. All requests made by December 15th shall be based upon seniority. All requests received after December 15th shall be based on a first come, first serve basis.

(e) Any employee with at least fifteen (15) years of service may elect to be paid for one (1) week of vacation on lieu of taking the time off. An employee who elects to be paid for one (1) week of vacation must inform the employer during the October 1st-December 15th vacation selection period.

(f) Employees who voluntarily resign are entitled to pro rated vacation pay at the time of resignation only if the Employer has employed the employee for at least one (1) year.

Employees who have been discharged for justifiable reasons shall not be entitled to vacation time or pay.

(g) The vacation pay shall be the current rate of pay in effect at the time of payment to the employees.

(h) Vacation time shall not be accumulated from year to year and any vacation accrued by an employee shall be either taken with pay, or paid for in lieu of time off, in the year following the year in which the employee accrued the vacation as provided above.

Article IX. LEAVE OF ABSENCE

(a) A reasonable leave of absence not to exceed three (3) months, shall be given to employees without pay for any of the following reasons:

- 1) Personal Illness
- 2) Military Duty
- 3) Maternity Leave
- 4) Union Activity
- 5) Mutual consent of the parties

(b) Employees who take an exorbitant amount of time off other than for compensation or medical or approved leaves of absences will have that time deducted from their earned PTO the following year. FMLA or Regular Leave of Absences will only secure the employee's position as it does not grant the employee accrued PTO days while they are out of work. PTO days are awarded based upon labor hours worked.

Article X. BULLETIN BOARD

(a) The Employer shall furnish a bulletin board for the Union news.

Article XI. PROBATIONARY PERIOD

(a) The probationary period shall be sixty (60) days from the date of employment as a new employee. During this period, said probationary employee may be terminated for any reason without recourse by the Union.

(b) The Employer may request, and the Union may not unreasonably withhold consent, for an additional thirty (30) day extension to this probationary period for individual new hires.

Article XII. UNION VISITATION

(a) Non-employee representatives of the Union shall be permitted to visit the plant for a reasonable period of time for the purpose of meeting with the employees

Article XIII. WORK BY SUPERVISORS

(a) Employees excluded from the bargaining unit shall not be permitted to do any work normally performed by members of the bargaining unit, unless there are no bargaining unit employees available to work.

Article XIV. HEALTH AND 401K

Employees may elect to be covered by the Union's health plan. For all full time bargaining unit employees who have completed their probationary period the Company shall contribute eighty-five percent (85%) of the cost of coverage. New employees shall be eligible to participate in the plan on their 91st day of employment. The rates for 2017 will be Family 1306.75 (Employer 1110.74 Employee 196.01) and Single 575.12 (Employer 488.85 Employee 86.27) per month.

(a) The company agrees to pay up to a 5% increase each January 1, during the term of this agreement.

(b) Additionally, all full time employees are eligible to be covered by a Term Life insurance policy of \$10,000 at no cost upon completion of their probationary period.

(c) The Company shall provide non-occupational disability benefits coverage for all Employees covered by this Agreement, at the Employer's expense, equivalent to the schedule established the schedule provided under the New York Disability Benefits Law.

(d) Each employee who has completed one (1) year of continuous service shall be eligible to participate in the Employer's 401K Plan. The company agrees to match 40% of up to 6% of what an employee voluntarily contributes from his wages. For employees who have completed one (1) year of continuous service and choose not to participate in the Employer's 401K Plan, the Employer will make a contribution of \$25 dollars per month to the Union's 401K Savings Plan.

Article XV. SAFETY AND HEALTH

(a) The Employer shall keep all working areas in a safe and sanitary condition.

(b) Precautions to secure the health and safety of employees shall at all times be taken by the Employer, including a supply of First Aid cabinets at convenient locations and containing such bandages, medicines and related equipment as may be necessary in an emergency.

(c) It shall be the responsibility of the Employer to maintain all machinery and equipment in a safe and sanitary operating condition.

(d) A Safety Committee shall be appointed in each shop consisting of not more than two (2) representing management and two (2) representing the employees, and this Committee shall decide questions of safety that may arise under this Article, subject to the grievance procedure. It is recognized that the Employer has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

(e) The Employer will provide employees with uniforms, and replace said uniforms every two (2) years.

Article XVI. STRIKES AND LOCKOUTS

(a) During the term of this Agreement, the Union agrees on behalf of itself, its officers, agents and employees covered by this Agreement that they will not engage in, or encourage, or sanction any type of strike, sympathy strike, walkout, picketing, sympathy picketing, slowdown, sit-down, stoppage of work, retarding of work or boycotting, whether of a primary or secondary nature, or in any demonstration or other type of interference with the business of the Employer.

(b) During the term of this Agreement, the Employer will not engage in any Lockout.

(c) During the term of this Agreement, the Union and employees covered by this Agreement will continue to perform their duties in the event that any other employees, labor organizations or other persons engage in any strike, picketing, walkout, boycotting, whether of a primary or secondary nature.

(d) Should any of the activities proscribed by this Article occur or be threatened, not called or sanctioned directly or indirectly by the Union, the Union, on notification to it by the Employer of the occurrence or threat of such activity shall:

(e) Advise the Employer within twenty-four (24) hours in writing that such activity has not been called or sanctioned by the Union, and;

(f) Request through personal contact with employees and by letters sent to the employees that they comply with this Agreement and immediately cease to take part in any such activity.

(g) Nothing in this Agreement shall be interpreted to interfere with or limit the rights granted the parties under the National Labor Relations Act or any other applicable law in the event of a violation of this Article.

(h) The Employer shall have the right to discharge, with the loss of all rights and benefits, or discipline any employee who violates any of the provisions of this Article (and such discipline need not be uniform) and in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activities.

Article XVII. WAGES

(a) Effective September 1, 2016 all employees shall receive a 2% General Increase.

(b) Effective September 1, 2017 all employees shall receive a 2% General Increase.

(c) Effective September 1, 2018 all employees shall receive a 2% General Increase.

CLASSIFICATION & Min Hourly Rate	9/1/2016	9/1/2017	9/1/2018
<i>Roll Off Drivers</i>	<i>\$24.56</i>	<i>\$25.17</i>	<i>\$25.80</i>
<i>Other Drivers</i>	<i>\$23.88</i>	<i>\$24.47</i>	<i>\$25.09</i>
<i>Helpers with CDL License</i>	<i>\$19.91</i>	<i>\$20.41</i>	<i>\$20.92</i>
<i>Helpers</i>	<i>\$15.52</i>	<i>\$15.98</i>	<i>\$16.64</i>

SES

<i>Mechanic Class A</i>	<i>\$27.96</i>	<i>\$28.66</i>	<i>\$29.38</i>
<i>Mechanic Class B</i>	<i>\$20.96</i>	<i>\$21.49</i>	<i>\$22.02</i>
<i>Mechanic Class C</i>	<i>\$18.64</i>	<i>\$19.11</i>	<i>\$19.59</i>
<i>Mechanic Helper</i>	<i>\$15.15</i>	<i>\$15.53</i>	<i>\$15.92</i>
<i>Welder Class A</i>	<i>\$25.64</i>	<i>\$26.28</i>	<i>\$26.93</i>
<i>Welder Class B</i>	<i>\$19.81</i>	<i>\$20.31</i>	<i>\$20.82</i>
<i>Laborer</i>	<i>\$12.93</i>	<i>\$13.25</i>	<i>\$13.58</i>

New Employees shall receive 90% of the rates set forth above during the first 90 days of employment.

(d) Senior Helpers will receive a rate that is \$1.00 more than the scheduled Helper Rate. To be a Senior Helper an employee must have three (3) years of Service and have the knowledge to service three (3) routes.

Article XVIII. PRIOR BETTER BENEFITS

(a) This Agreement shall not be construed to deprive any employee presently employed by the Employer of any better benefits that said employee might have had prior to the signing of this Agreement.

(b) The Employer shall not enter into any individual agreements, which would have the effect of diminishing any of the rights, privileges or benefits of the employees under this Agreement.

Article XIX. MODIFICATION

(a) Neither the Employer, any employee or group of employees shall have the right to waive or modify any provisions of this Agreement without the written authorization of the Union.

Article XX. GRIEVANCE PROCEDURE

(a) All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted by direct negotiations between the Union and the Employer or their representatives. Should any dispute or difference arise, both parties shall endeavor to settle these in the simplest and most direct manner. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent)

Step 1. The grievance shall be submitted to the aggrieved employee's Shop Foreman by the employee's Shop Steward within seven (7) days after the reason for such grievance has occurred, or the employee becomes aware of such grievance, whichever is greater. If the Steward and the Shop Foreman fail to settle the grievance within three (3) days (exclusive of Saturday, Sunday or Holiday) it may be submitted to Step 2.

Step 2. The grievance shall then be referred to the President of the Union or his designated representative and the Employer or its authorized representative. If no

settlement is reached within five (5) days (exclusive of Saturday, Sunday or Holiday) the grievance may be submitted to arbitration as set forth in Step 3.

Step 3. If the dispute or difference is not settled in the second step above, either party may request that the matter be referred to arbitration, if this request is made within ten (10) days after the reply was given in the second step.

Step 4. The Arbitration Board shall consist of one (1) member to be designated by the American Arbitration Association, Somerset, New Jersey. The parties shall jointly pay the cost of the Arbitrator's services. The decision of the Arbitrator shall be final and binding on the parties.

Article XXI. SICK LEAVE - PERSONAL TIME

(a) Each employee shall be entitled to seven (7) days sick leave/personal time each calendar year.

(b) Employees shall accrue sick days at the rate of one (1) day for every six (6) weeks within their first year.

(c) Employees must call out at least an hour in advance of scheduled time to be paid for sick time.

Article XXII. BEREAVEMENT

(a) In the event of the death in the family of an Employee (spouse, children, parents, brothers, sisters) the Employee shall be entitled to three (3) consecutive days special leave (one of which shall be the day of the funeral) with pay.

(b) In the case of a mother-in-law or father-in-law (limited to one), grandparents, grandchildren, the Employee shall be entitled to three (3) consecutive days bereavement leave (one of which shall be the day of the funeral) with pay.

(c) If a Holiday falls during such a special leave period, the Employee shall also be paid the Holiday pay in addition to the special leave pay. If the death occurs during an Employee's vacation, the vacation shall be extended with pay for such leave as the Employee may then be entitled to or, in lieu of time off with pay, the Employer may pay the Employee for such bereavement pay. The Employer shall request proof of death or relationship.

Article XXIII. MANAGEMENT RIGHTS

(a) The Management of the plant and direction of the working forces is vested exclusively in the Company, including, but not limited to, the right to hire, suspend or demote, discipline or discharge for proper cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the type of products to be manufactured, to determine the location of the plant or any department thereof, to plan and schedule production, to determine the methods, processes, and means of manufacturing, to

determine what constitutes good and efficient plant practice or operation, subject to the terms of this Agreement. All Employees will be required to follow all Company Rules as designated in the Company Handbook. Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

(b) The parties agree to establish a Labor Management Committee to meet four (4) times per year (preferably once per quarter) in an effort to discuss various issues affecting the company.

Article XXIV. SUB-CONTRACTING

(a) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement, unless there is prior approval from the Union. The Union and the Employer agree that the Employer may utilize no more than four (4) non bargaining unit employees hired from the CEO program at one time, and for no more than sixty (60) days.

Article XXV. LIQUIDATION

(a) The Employer retains the full right to liquidate its business at any time upon giving forty-five (45) days' notice to that effect to the Union by registered mail. Upon the termination of such notice period, the Employer shall continue to employ union members under the same terms and conditions therein provided only to the extent that he shall require employees during the period of liquidation of his business and this Agreement shall be automatically terminated as to such liquidating Employer upon the final completion of the liquidation.

Article XXVI. SEPARABILITY

(a) In the event that any provisions, or compliance by the Employer or the Union with any provisions, in this Agreement, shall constitute a violation of any law, then and in such event, such provisions, to the extent only that it is so in violation, shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and shall not be affected.

Article XXVII. JURY DUTY

(a) An employee who is called for jury duty services shall be excused from work for the days served and may elect to utilize sick or personal days to the extent available for each day of jury service.

Article XXVIII. TERM

(a) This Agreement shall become effective as of September 1, 2016 and shall continue thereafter, until and including August 31, 2019, and shall continue thereafter from year to year unless either party shall give the other notice on intention to terminate or modify this

Agreement by written notice given not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LOCAL UNION 621 UWA

BY: 

Stephen G. Sombrotto, President

“ Action Carting Environmental Service

BY: 

Tom Farinero