



The City of New York
BUSINESS INTEGRITY COMMISSION
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Daniel D. Brownell
Commissioner and Chair

**Testimony of Commissioner Daniel D. Brownell of
the New York City Business Integrity Commission before
the Committee on Sanitation and Solid Waste Management of
the New York City Council Regarding Intros. 1329, 1368, and 1373**

January 29, 2019

Thank you for inviting us to testify at today's hearing. As this committee knows well, the commercial trade-waste-hauling industry can be dangerous for both its workers and the public on our city streets. Drivers and helpers in this industry have some of the most physically demanding jobs of any industry. They work long – at times excessive – hours. They carry heavy loads. And in too many companies, worker safety takes a backseat to making money. If ever there was a need for strong, fair union representation for workers, it is in this industry.

The Business Integrity Commission (originally named the Trade Waste Commission) was created by local law in 1996 to rid the trade-waste-hauling industry of the grip of organized crime and various forms of corruption. Trade waste, for those who are new to the term, is essentially commercial garbage or waste. Soon after BIC was created, it was also given jurisdiction over New York City's public wholesale markets. For the past 23 years, BIC has fought with significant success against organized crime and other criminality in the industries it regulates. Over the last four years, BIC has prioritized taking action related to safety in the trade-waste industry. Our experience demonstrates that trade-waste worker safety is closely related to

safety for the public as a whole. Therefore, the bills at issue at today's hearing are extremely important to everyone's well-being in this city.

At BIC, we strive within our current powers to improve safety in the industry. Since 2016, BIC has been a member of the Vision Zero Task Force, which is part of Mayor Bill de Blasio's Vision Zero initiative to end traffic deaths and injuries in New York City. Vision Zero is founded on the assertion that every death or serious injury involving a motor vehicle in New York City is one too many. The focus is on protecting the life of everyone who lives in, works in and visits our city. BIC has worked on a number of initiatives as part of the Vision Zero Task Force, including creating a universal trade-waste safety manual – developed in collaboration with the industry. The safety manual is available in English and Spanish and has been distributed throughout the industry. Some trade-waste companies are using the manual as a basis to develop or improve their own safety plans, which we strongly encourage all trade-waste companies to do.

Unfortunately, not all trade-waste companies have safety in mind. One such example is Sanitation Salvage, whose trade-waste license we suspended for a period of time over the summer when we found that the company posed an imminent danger to the safety of everyone in the City. Requiring drivers and helpers to work excessive hours or risk losing their jobs is a recipe for disaster. Worker abuse usually goes hand-in-hand with larger safety problems at a company and is one reason that strong unions working tirelessly for their members' rights are so important to the industry. And it also shows why unions that do not have the best interests of their members in mind, but rather are allied with management, can be so dangerous.

Excessive work hours for drivers and helpers create a safety hazard, not just for the workers but for everyone walking, driving and cycling in New York City. BIC has seen too many instances where these workers are required to work 13, 15, sometimes as many as 20 hours

in a single shift – often working those shifts six days a week. Companies operating in this fashion simply refuse to expend the money necessary to purchase sufficient trucks and hire enough drivers and helpers to cover all of their customer pick-ups within a reasonable amount of time. So they cut costs for themselves, place the unfair burden on their workers and put everyone in danger. Amazingly, many of these companies are union shops, which begs the question, “Whose interests are they truly representing?”

BIC regularly works with union Locals 813 and 108, which represent many of the workers in this industry. Through these locals and other means, we have spoken with dozens of workers in the industry to hear their complaints about work conditions. Given the difficult conditions, unions are essential to help protect the workers. Yet, there are some unions purporting to represent workers in the industry, when they clearly are aligned with management instead. Such unions have commonly been characterized as “sham” unions, and they are a major problem in the industry.

Whether represented by a union or not, trade-waste workers need to know their rights. And we support the overall concept in Intro. 1368 by Council Member Moya regarding informing workers of their rights, including filing complaints with BIC. Of course, when we receive such complaints now, we follow up on them. And we are committed to continuing to do so. We look forward to working with the Council and the unions to make this happen. We will also work with the Department of Consumer and Worker Protection, which already publishes a great amount of information regarding workers’ rights.

We also support the overall concept of Intro. 1373 by Chair Reynoso. Workers’ allegations that their unions are working for the benefit of management and not the workers raise serious concerns about corruption in the unions in the form of sweetheart deals and kickbacks,

sacrificing the safety and well-being of their membership. Where we see these issues, we work with the agencies that investigate these types of offenses. It is important that we maintain the discretion as to when, where and how we refer the complaints. This will avoid duplicative investigations, which is a waste of limited resources and could actually harm the investigations. But, you should know that where we have credible allegations of violations of workers' rights, we do – and will continue to – work with the proper agencies to investigate the claims and take any appropriate action.

Intro. 1329 will provide important tools for BIC in protecting workers in the trade waste industry. Currently, the Administrative Code does not give BIC any explicit authority to regulate unions in the trade-waste industry. This limits the amount of information we have regarding which unions are operating in the industry and, perhaps more importantly, who their officials are. This circumstance has hampered BIC's ability to identify corrupt actors in the unions.

With Intro. 1329, BIC will be able to require that unions register with the Commission and disclose, among other things, the names of all officers and agents of the union. This allows us to do full background checks on the union officials. Under Intro. 1329, each officer of a union will be required to disclose – among other things – all criminal convictions, any pending civil and criminal actions to which the officer is a party, and any criminal or civil investigations that the officer has been the subject of or was subpoenaed in connection with. The Commission may disqualify an officer of a labor union from holding office in certain circumstances, such as if the officer provides false information to the Commission, has been convicted of racketeering activity or associated with a person who has been convicted of racketeering activity or has associated with any member or associate of organized crime.

We know that this system works because we already register unions in the public wholesale markets, and Intro. 1329 is modeled on the language in the Administrative Code that authorizes BIC to do so. This is not a cure-all, and it does not give BIC the power to oust a particular union from representing workers in the trade-waste industry. But, by requiring the union's officials to submit to our background check, we will learn a great deal about who runs the union and can disqualify officials who should not be involved in this heavily-regulated industry.

Unions that are free from corruption are critical to the trade-waste industry. Instead of being beholden to management or organized crime's influence, corruption-free unions can negotiate for fair wages, safe working conditions, and medical benefits for their members. Everyone benefits from that. We look forward to working with you on Intros. 1329, 1368, and 1373. We also look forward to working with you on the legislation that BIC has developed to expand BIC's jurisdiction in the area of safety in the trade-waste industry, and on the legislation relating to commercial waste zones. We will now be glad to answer your questions.

TESTIMONY OF THE REAL ESTATE BOARD OF NEW YORK BEFORE THE NEW YORK CITY COUNCIL COMMITTEE ON SANITATION AND SOLID WASTE MANAGEMENT IN SUPPORT OF LEGISLATION TO INCREASE THE AUTHORITY OF THE BUSINESS INTEGRITY COMMISSION

January 29, 2018

INTRODUCTION

The Real Estate Board of New York (REBNY) is the City's leading real estate trade association representing commercial, residential, and institutional property owners, builders, managers, investors, brokers, salespeople, and other organizations and individuals active in New York City real estate.

REBNY supports this committee's efforts to better protect workers in the private waste hauling industry and ensure that employers in this industry comply with all workplace health, safety, and wage laws. The well-documented failures by some firms in this industry is of great concern.

For this reason, REBNY supports legislation that would empower the Business Integrity Commission (BIC) with greater authority over the private waste hauling industry. The legislation under consideration in this hearing is specifically focused on increasing BIC's regulatory authority by increasing oversight of labor unions and labor organizations, requiring reporting of violations of employment laws to city, state, and federal authorities, and mandating that information on worker rights be shared with employees of private waste haulers. REBNY supports these efforts to fill gaps in existing City law.

REBNY believes these bills provide an important foundation for additional legislation to enhance BIC's ability to further protect workers while also accomplishing the City's goals of reducing congestion and truck traffic and improving public health. Specifically, we encourage the committee to enact Intro No. 996, which would enhance BIC's authority in key ways including:

- Improving worker safety by requiring BIC to standardize safety certifications in the industry and mandate that employers conduct no-less-than annual safety trainings;
- Reducing pollution by giving BIC the ability to establish emissions limits for collection vehicles and encourage improved route design to reduce vehicle miles;
- Increasing BIC's ability to better utilize technology to improve industry operations, which REBNY hopes would include utilizing GPS technology to track vehicles and encourage more efficient routes; and
- Enhancing publicly available data and information about the private waste hauling industry and its operations.

These enhancements, along with the authority provided in the legislation being considered today, would be a forceful way for the Council to address the very real concerns about shortcoming in the regulation of the private waste hauling industry.

REBNY offers the specific comments about the measures under consideration at this hearing:

BILL: Intro No. 1329
SUBJECT: A Local Law to amend the administrative code of the city of New York, in relation to trade waste industry labor unions
SPONSORS: Reynoso and Lancman

This legislation would provide BIC with the authority to establish a registration system for labor unions and labor organizations that represent or seek to represent workers in the trade waste industry. Empowering BIC with greater authority in this area is laudable. However, REBNY encourages the Council to carefully evaluate the extent to which this proposal would be preempted by federal labor law, and if needed, make modifications that would help the law withstand such scrutiny.

BILL: Intro No. 1368
SUBJECT: A Local Law to amend the administrative code of the city of New York, in relation to providing information to private sanitation employees
SPONSORS: Moya

Intro No. 1368 would require BIC to provide information about worker's employment rights to employees of licensed companies. REBNY supports giving BIC more explicit authority in this regard. Given that BIC does not have a history of developing materials relating to worker rights, the Council could consider requiring that the City's Office of Labor Policy & Standards work closely with BIC to develop these materials. In addition, the Council should ensure that materials are available in languages spoken by workers in this industry.

BILL: Intro No. 1373
SUBJECT: A Local Law to amend the administrative code of the city of New York, in relation to referral of labor and wage violations
SPONSORS: Reynoso

This legislation would require BIC to refer potential violations of workplace employment laws to relevant city, state, or federal authorities. REBNY supports this legislation.

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**TESTIMONY OF THE
NEW YORK CITY CHAPTER
OF THE
NATIONAL WASTE AND RECYCLING ASSOCIATION
CITY COUNCIL COMMITTEE ON SANITATION AND SOLID WASTE MANAGEMENT
IN SUPPORT OF
INTROS. #1329, #3567, #3568**

January 29, 2019

Chairman Reynoso, Committee members and distinguished guests, my name is Steve Changaris and I am the NYC Chapter Director for the National Waste and Recycling Association (NWRA). NWRA is a non-profit trade association that represents waste and recycling companies operating in NYC and all fifty states. Our members include many of the companies that the Business Integrity Commission (BIC) regulates. We appreciate the opportunity to offer this testimony today.

Over the years the NYC NWRA Chapter has supported many legislative and regulatory proposals that we believe advance solid waste and recycling policy that help make NYC's system more environmentally friendly, safe and as economically efficient as possible. In the context of private sector commercial carting, the association was a supporter of Local Law 42 which led to major sweeping positive changes for the City and our industry. We have also supported various legislative and regulatory proposals that have improved air quality, pedestrian and bicyclist safety, commercial recycling and the diversion of commercial organics from traditional landfill or waste-to-energy disposal.

Accordingly it should not come as a great surprise that we are here today to support these three pieces of reform legislation.

As companies licensed and regulated by the BIC, we know full well about BIC's current rigorous disclosure requirements. Intro. #1329 seeks to extend those disclosure requirements to labor groups representing and working with unionized employees in our industry. We know, as do BIC officials, that the BIC framework and system has removed and keeps undesirable elements out of the City's commercial waste and recycling collection system. Imposing this same kind of framework on labor groups representing employees in our industry is appropriate and in sync with historical and ongoing efforts to promote a robust and competitive private carting industry in NYC.

The NWRA represents an industry with thousands of companies that employ hundreds of thousands of workers throughout the country; and we strongly support Intro. #3576. Our successful waste and recycling companies know it is their employees who make their operations run smoothly every day. Our companies offer good wages and benefits; and they work hard every day to maintain the trust and loyalty of their employees. No company can rationally support another in the industry that is not abiding by the rules and regulations in how they treat their employees. Accordingly if the BIC comes across any such employee wage or employment violation, as delineated in Intro. #3567, the NYC NWRA chapter strongly endorses the enumerated referral and enforcement actions to be undertaken by the BIC. Such oversight and enforcement is only right for the employees of our industry and for the overall system to work as envisioned and as effectively as possible.

Intro. #3568 strikes the same kind of response for the NYC NWRA Chapter as Intro. # 3567. The companies with whom I work will not have much to do to comply with the provisions of this legislation when it becomes law. This is so since most of these

actions are already established “pro forma” in their relations with their unions and their employees. This information should be readily available and posted – or otherwise available -- for ready employee use and information.

While we support all three legislative proposals, we believe it is important to remind members of the Committee and others on the City Council that their passage and enactment will be yet another, new expense driver for the BIC and for all in our rate regulated commercial carting industry. We hope therefore the City will find the necessary resources to increase the funding of BIC to implement these new oversight activities and to also support all other existing BIC industry oversight activities. Also, we will use this opportunity to request that the BIC jumpstart the 2019 commercial carter rate cap review process immediately. Further rate cap relief will not only help the industry immeasurably to comply with these new laws -- and all the other existing BIC laws, regulations and requirements -- but will also help us tremendously in addressing all the regular, ongoing marketplace expense driver demands that are pushing industry improvement activities forward in the City.

We support these measures and voting them out of committee to get them before the full City Council for a final vote as soon as possible. Thank you.

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CITY COUNCIL COMMITTEE ON SANITATION AND SOLID WASTE MANAGEMENT

Testimony in Support of INTROS 1329, 3567, and 3568

January 29, 2019

Chairperson Reynoso and Members of the Committee on Sanitation and Solid Waste Management:

I am Kendall Christiansen; I serve as Executive Director of New Yorkers for Responsible Waste Management – a consortium of locally-owned and operated waste service companies, all of which are licensed and regulated by the City’s Business Integrity Commission (BIC).

NYRWM is generally supportive of the three Intros before the Committee today – 1329, 3567, and 3568. Together, they propose to leverage BIC’s existing regulatory and oversight capacity with respect to waste service companies, as well as a much larger set of companies that are registered with BIC to provide other types of essential services.

To be clear, we do not believe that facts, studies, or other evidence warrant significant or immediate concern about any of the matters covered by the Intros with respect to the approximately thirty companies that together provide more than 90% of the city’s commercial waste and recycling-related services; they operate professionally and comply with a wide range of general laws and industry-specific regulations that include worker protections, fair compensation and good benefits – including unions chosen by their employees.

But we support these Intros because they make the broader point: that issues of concern regarding the waste services industry can be readily and effectively addressed by the existing regulatory system operated by BIC, without the city having to resort to the extreme, risky and untested concept of creating geographic zones and selecting just a few companies to provide services in each zone. At best, the proposed system would not be implemented until at least 2024 – five years from now. Therefore, it is advisable to not delay action on such concerns, but to take advantage of BIC’s existing capabilities.

That approach – to address existing concerns, as well as new city goals, now – is the basis for Intro 996 introduced last year by Councilmember Cornegy. In its current form, Intro 996 addresses the same goals that underlie the DSNY plan – and does so sooner, better and cheaper. It opens with a section outlining a driver certification initiative focused on enhancing industry safety, and proceeds to sections addressing route efficiency, waste diversion and other matters.

Overall it directs BIC to convene a task force to update BIC's 20+ years of regulations, which have been unusually successful in achieving their stated goals: promoting choice and competition that results in high levels of customer service and cost-effective pricing, all the while supporting the city's expanded environmental goals relative to commercial recycling and organics diversion. The collaborative approach of BIC's current leadership helps to ensure that new regulations are smart and effective, and not just onerous or punitive.

We recently observed your counterparts on the San Diego City Council making a similar determination – to work within its existing open-market licensing system for commercial waste service providers, and explicitly rejecting a zone-franchise system such as that adopted by the City of Los Angeles. LA's new RecyclA program – using exclusive-service zones – has created considerable upset among LA's businesses and apartment buildings. The overall quality of service has suffered, while waste-service costs have doubled, tripled and quadrupled as a direct consequence of its new system.

Thank you for this opportunity to testify, and for your consideration of these comments.



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**Testimony of Melissa Iachan, Senior Staff Attorney,
New York Lawyers for the Public Interest, before the
City Council Committee on Sanitation and Solid Waste Management
Hearing Regarding Intro 1329, Intro 1368, and Intro 1373
January 29, 2019**

My name is Melissa Iachan and I am a Senior Staff Attorney in the Environmental Justice program at New York Lawyers for the Public Interest (“NYLPI”). NYLPI has advocated and litigated for environmental justice in New York City for more than two decades. NYLPI’s Environmental Justice program has long focused on the detrimental effects of the City’s commercial waste system, and I have worked in the area of waste regulation for five years.

NYLPI is a member of Transform Don’t Trash NYC, a coalition of labor, community and environmental groups advocating for fundamental reform of the broken commercial waste system. NYLPI strongly supports the bills being heard before the Sanitation Committee today as an important step towards holding private hauling companies accountable for their labor practices, safety practices, and the unreasonably long hours and routes required of drivers and helpers in this dangerous industry. We once again laud Chair Reynoso for his leadership and vision in introducing two of these three important bills, and the entire Sanitation Committee for giving time and space to hear what the workers in this industry have to say today, for their voices have for too long been silenced.

These three bills are a stark reminder of how corruption and organized crime continue to be part of the reality in the commercial waste industry, despite three decades of work by the Business Integrity Commission (“BIC” or the “Commission”). Intro 1329 in particular serves to close what has been a loophole in BIC’s oversight authority, which has allowed individuals

with ties to organized crime to continue to work in the trade waste industry as officers of sham unions notorious for cutting sweetheart deals with employers while doing little to represent workers who perform dangerous and often exploitative work every night. As Pro Publica has reported, sham unions with long histories of corruption are in place at several private hauling companies with troubled safety records and multiple allegations of wage theft by workers. The employers with sham unions are also those most vocally opposed to reform of the industry, going so far as to form their own industry association called “New Yorkers for Responsible Waste Management.”

Because all three of these bills would increase BIC’s ability and mandate to protect workers, NYLPI fully supports them. But while these bills are an essential first step towards ridding this industry of sham unions, protecting vulnerable workers, and improving working conditions, without rigorous and full enforcement they will not be enough to alter the dangerous inefficiency and race-to-the-bottom atmosphere of the private carting system.

Currently, despite the fact that the Commission has vast authority to make findings of a lack of good character, honesty and integrity based on everything from the submission of an untruthful document to owing back taxes, more often than not, the Commission simply resolves violations of existing laws with settlements rather than making a full finding of a lack of good character, honesty and integrity. Further, there is ample evidence that the already existing record-keeping and reporting requirements for trade waste haulers are violated routinely, although haulers are rarely issued serious violations or denials for such behavior, even when they have potentially serious implications.

For example, the 2016 Private Carting study performed for DSNY and BIC by Buro-Happold Engineering found that trade waste licensees reported an unrealistically small number of helpers. This is evidence of widespread “off-the-books” employment of casual laborers or “day laborers” as helpers, which undermines safety practices and makes these workers particularly vulnerable to wage theft, exploitation, and being unprepared to handle

unsafe situations—which can lead to tragedy, as we saw with the death of Mouctar Diallo in late 2017. Yet despite this, we have yet to see BIC deny a license due to a company’s failure to accurately report all of its employees. These new laws must be enforced by the Commission in order for their intentions to truly be honored.

Even with the adoption *and* enforcement of the important bills being heard today, the commercial waste industry remains in dire need of fundamental reform. Only the new incentives and increased enforcement leverage enabled by the upcoming transition to a zoned commercial waste system will ensure that waste companies adopt safer, more efficient, and environmentally sound operating practices. Under the zone system, the City will execute long-term contracts with the hauler or haulers selected to serve each commercial district, giving BIC and DSNY much greater leverage to negotiate and enforce safety, environmental, and equity standards.

In conclusion, NYLPI enthusiastically supports Intro 1329, Intro 1368, and Intro 1373, and we look forward to continuing to work with BIC, DSNY, the Mayor’s office and City Council to ensure that the upcoming zoning plan truly implements the holistic reforms that are necessary to make this industry safe for all its workers and everyone on our streets.

Testimony to the City Council Sanitation Committee
Sean T. Campbell, President, Teamsters Local 813
January 29, 2019

Thank you to Council Member Reynoso and the Sanitation Committee for holding this hearing today.

I am Sean Campbell, president of Teamsters Local 813, which represents New York City's private sanitation workers.

Workers in our industry face extremely long hours, low pay, and unsafe working conditions.

Over the last two decades, private carters have used sham unions and other union busting practices to deny workers their right to be members of a real union.

To hear the employers tell it, the workers had a free choice. We are supposed to believe that workers chose to give up their pensions, chose to be paid less, and chose to work longer hours for the same pay.

The truth is, workers didn't have a choice and now they are stuck with a fake union that is working for the boss.

Case in point: back in 2005, the workers at Sanitation Salvage were Teamsters Local 813 members. The company wanted concessions and the union wouldn't budge.

An investigation by ProPublica found that workers were told to sign a piece of paper, without knowing what it was that they were signing. Next thing they knew, they were members of Local 124 and didn't have a pension. Their wages were frozen, but anyone who had signed that piece of paper got some cash on the side.

All that you have read about Sanitation Salvage over the past year: off the books workers, unpaid overtime, a covered up death – none of this would have happened if those workers had a legitimate union.

This legislation will finally force the sham unions out of the dark and into the light.

It will be an important compliment to the City's commercial waste zone policy, which is essential for driving down the length of routes, increasing recycling, and guaranteeing fair wages and safe jobs for every private sanitation worker.

You have our full support in making this legislation law. Thank you.



**City Council Hearing on
Committee on Sanitation and Solid Waste Management
01/29/2019**

Thank you for the opportunity to testify about this important issue. My name is Rocio Valerio-Gonzalez, and I'm director of Campaigns at ALIGN: The Alliance for a Greater New York. ALIGN is a community-labor coalition dedicated to creating good jobs, vibrant communities, and an accountable democracy for all New Yorkers.

I want to thank the workers for speaking out today and bring to light the working conditions in the private carting industry. I also want to thank Council Member Antonio Reynoso and Council Member Francisco Moya for introducing this legislation that has the potential to change the lives of thousands of private sanitation workers' lives.

On MLK Day, Council Member Donovan Richards wrote in an op-ed that here in New York City we still see the same struggle the Memphis Sanitation Workers faced almost 51 years ago. He wrote "It would be no surprise to King that most of these workers are black and Latino. Many are also undocumented immigrants or formerly incarcerated individuals — two groups that employers often see as easier to exploit because they have fewer job prospects."

Indeed, these are two groups that bad employers prey on to fill their pockets. After decades of "tough on crime" policies and mass incarceration nearly 1 in 3 adults in the US have an arrest or conviction record. NELP found that formerly incarcerated men can expect to work nine fewer weeks per year and earn up to 40% less in wages. Immigrant workers are also particularly vulnerable to wage theft and unsafe working conditions. Bad employers realize these two groups will be reluctant to report violations out of fear of being deported or losing their parole. When your livelihood and conditional freedom are at the mercy of bad employers the results are unsafe working conditions, wage theft, and shoddy representation, if any.

Wage theft is a problem especially for low wage workers, according to a study conducted by the Economic Policy Institute, "wage theft is a nationwide epidemic that costs American workers as much as \$50 billion a year". This goes hand in hand with what we've heard today. Workers at Sanitation Salvage reported making \$80 per shift and sometimes working as many as 21 hours. This means that the workers were getting paid as little \$3.81 per hour. Let that sink in. The workers I spoke to, reported working at least two years off the books making these wages. This means that if we were to take a conservative estimate and say that the workers had an average workday of 13 hours, working 6 days a week in 2017, they should have made at least \$55,484 instead they made an average of \$24,960. In

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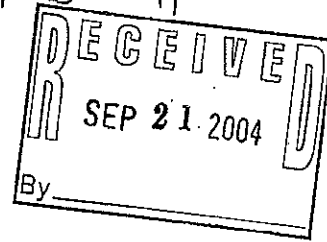
2018, the helpers should have been making at least \$65,572 instead of the same \$24,960. The helpers lost about \$30,524 in 2017 and \$40,612 in 2018 in wages. This is me calculating on average of 13 hours per shift, even though most workers reported working upwards of 17 hours. This does not include spread of hours, reporting hours, or any other wage benefits they should have been entitled to according to their “sham union” contract.

The workers at Sanitation Salvage reported having a “union,” and we know that one of the ways in which we can combat income inequality and abuse in the workplace is through real union representation. But workers in this industry don’t get that benefit either. As in the case with Salvage workers, many of these companies avoid dealing with real unions and instead tell their workers to sign a piece of paper telling them that they are now represented by these “sham unions.” This is what is happening to hundreds of private sanitation workers who are not aware their rights. These sham unions make it near impossible for us to right wrongs.

Allowing the BIC to better police these sham unions, report wage theft to the proper agencies and providing education on the right of workers to organize will go a long way. We at ALIGN, see these three pieces of legislation as real progress towards ensuring that workers are protected. However, we know that we must do more to ensure that these companies are complying with the law and giving workers a real second chance. City Council will soon have an opportunity to pass legislation that must include strong labor and environmental protections through an exclusive waste zone system. Only then, can we ensure that low-road private carting companies will not undercutting good employers and we continue to uplift the rights of workers through real representation. We must be bold and unapologetic and send a clear message to bad employers: “if your business model is built on stealing from workers, you have no business operating here in New York City.” Thank you for your time.

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ALIGN is a local affiliate of Jobs with Justice and the Partnership for Working Families

Employer # 11038



AGREEMENT

BETWEEN

SANITATION SALVAGE CORPORATION

AND

Contract # 1219 F/T

LOCAL UNION 813

< 30 Days 1220 S/U

affiliated with

> 30 Days 1221 S/U

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO



52-35 BARNETT AVENUE
LONG ISLAND CITY, NEW YORK 11104
(718) 396-1709

EFFECTIVE DECEMBER 1, 2002 *through* NOVEMBER 30, 2005

AGREEMENT entered into this _____ day of _____ between PRIVATE SANITATION UNION LOCAL 813, affiliated with the International Brotherhood of Teamsters, AFL-CIO, hereinafter called "Union", representing Chauffeurs, Helpers, Mechanics and Welders in private sanitation, and

SANITATION SALVAGE CORPORATION

~~1611 HAIGHT AVENUE~~ 421 MAWYDA ST

BRONX, NY 10461 BX NY 10474

hereinafter called "Employer",

to govern wages, hours and other working conditions as hereinafter set forth, effective from the 1st day of August, 2002 until the 30th day of November, 2005.

WITNESSETH

WHEREAS, it is desirous of establishing and maintaining peaceful and harmonious labor conditions resulting from entrance into this Agreement and the parties mutually pledge that they shall cooperate in good faith to stabilize such labor relations,

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereto hereby agree as follows:

1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of all Chauffeurs, Helpers, Mechanics and Welders of the Employer, except those Employees not eligible for membership in the Union in accordance with the provisions of the Labor Management Relations Act of 1947, as amended, with respect to wages, hours and other working conditions. The area of work includes, but not by way of limitation, loading and/or removing garbage, rubbish, cinders, ashes, waste materials, building debris and similar products.

2. UNION SECURITY

(a) It shall be a condition of employment that all Employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall, in strict accordance with the applicable provisions of the Labor Management Relations Act of 1947, as amended, remain members in good standing and those who are not members on the execution date of this Agreement or the effective date, whichever is later, shall, on or after the thirtieth day following said date become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution or effective date, whichever is later, shall, on or after the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union. The Employer shall not retain in employment any person unless he is or becomes a member of the Union as hereinbefore set forth and, upon notification by the Union that any such Employee is not a member in good standing, shall discharge said Employee. 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 which may be lawfully permissible. No provision of this Section shall apply in any State to the extent that it may be prohibited by State law. If, under applicable State law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If any provision of this Section is invalid under the law of any State wherein this Agreement is executed, such provision shall be deemed modified to comply with the requirements of State law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

(b) Upon written notice by the Union by certified mail return receipt requested that any Employee has failed to become or remain a member in good standing as required above, the Employer shall suspend such Employee for a twenty-four (24) hour period to afford the Employee the opportunity to obtain or regain good standing, failing which, said Employee will be discharged forthwith. In the event an Employer fails to discharge the Employee, the Employer shall be liable for damages suffered by the Union and its members due to the Employer's improper employment of such Employee. All damages shall be limited to damages equal to the unpaid dues, initiation fees and assessments, Arbitrator's fees if any, and lost wages and Fund contributions on behalf of the appropriate Employee. All damages shall begin to accrue twenty-four (24) hours after the date of the receipt of said written notice.

(c) If the Employer violates this Section by failing to discharge an Employee who has failed to become or remain a member in good standing as required above, the Union shall thereupon have the right to seek damages for the Union and any Employee affected. Such action shall not be taken until the Employer is notified and a reasonable opportunity given to correct the violation, not exceeding one (1) week.

3. MINIMUM WAGES - CLASSIFICATIONS

(a) All Employees (including those being paid above the minimum rates of pay) shall receive the following:

Effective December 1, 2003, all Employees shall receive an additional increase of \$30.00 weekly.

Effective December 1, 2004, all Employees shall receive an additional increase of \$30.00 weekly.

(b) New Employees shall be paid at 90% of the job rate for their first year of employment, unless the applicant is experienced in the industry and was employed under the terms and conditions of this Agreement with his previous Employer.

A schedule of the minimum rates of pay for the full term of this Agreement is contained on the following pages.

(c) 1. If any provision in this contract may not be put into effect because of applicable legislation, Executive Orders, or regulations dealing with wage stabilization, then such provision shall become effective at such time, in such amounts, and for such periods, as will be permitted by law during the life of this Agreement and any extension thereof.

2. If any provision of this contract may not be put into effect because of applicable legislation, Executive Orders, or regulations dealing with wage and price stabilization, then the parties agree that when it is legally permissible, and not later than fifteen (15) days after written notice thereof to the Employer, the parties will meet for the purpose of negotiating substitute economic provisions, to become effective at such time, in such amounts, and for such periods as will be permitted by law at any time during the life of this Agreement and any extension thereof. In the event the parties are unable to arrive at an agreement with respect to substitute economic provisions to replace those which may be declared unenforceable, the Union shall have the right to take any action it deems advisable.

MINIMUM WAGES - CLASSIFICATIONS SCHEDULE

All Employees shall work by the week and shall be paid the minimum weekly wage as hereinafter set forth:

CLASSIFICATION

Effective 8-1-2002 to <u>11-30-2003</u>	Effective 12-1-2003 to <u>11-30-2004</u>	Effective 12-1-2004 to <u>11-30-2005</u>
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A. Rubbish & Garbage Route Trucks

(1) On open trucks, rack body, or trucks which have no self-contained mechanical loading device, up to 22 yard capacity:

Chauffeurs	\$876.47	\$906.47	\$936.47
Helpers	\$867.87	\$897.87	\$927.87

(2) On 10-wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or any trucks 22 yards to and including 25 yards capacity:

Chauffeurs	\$882.59	\$912.59	\$942.59
Helpers	\$867.87	\$897.87	\$927.87

(3) On rubbish and garbage trucks (except as provided in section "B" and "C" below) 24 yards to and including 31 yards capacity:

Chauffeurs	\$897.36	\$927.36	\$957.36
Helpers	\$885.07	\$915.07	\$945.07

CLASSIFICATION

Effective 8-1-2002 to <u>11-30-2003</u>	Effective 12-1-2003 to <u>11-30-2004</u>	Effective 12-1-2004 to <u>11-30-2005</u>
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B. Roll-Off Trucks:

- (1) Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal only:

Chauffeurs	\$904.76	\$934.76	\$964.76
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- (2) Roll-Off trucks other than those described in (1) above up to and including 42 yards capacity:

Chauffeurs	\$944.10	\$974.10	\$1,004.10
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- (3) On any Roll-Off truck with more than 42 yards capacity or any tractor trailer trucks:

Chauffeurs	\$993.23	\$1,023.23	\$1,053.23
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C. Construction and Alteration Debris Removal:

- (1) The rate of pay for this type of work shall be the highest rate payable to Employees employed in collective bargaining agreements of other Unions handling a similar type of materials.

D. Mechanics and Welders:

Welder A	\$830.26	\$860.26	\$890.26
Welder B	\$781.07	\$811.07	\$841.07
Welder C	\$577.78	\$607.78	\$637.78
Mechanic	\$897.36	\$927.36	\$957.36
PM Mechanics	\$700.66	\$730.66	\$760.66

4. WORK WEEK, HOURS OF WORK AND OVERTIME

(a) The work week of Employees covered by this Agreement shall consist of five (5) days, Monday through Friday inclusive, of eight (8) hours in each day exclusive of a lunch period as near the middle of the work day as possible of one (1) hour, or one-half (½) hour if mutually agreed to, and all Employees are guaranteed forty (40) hours of work each week if they are available. Once a lunch period is fixed at either one-half (½) or one (1) hour, it may not thereafter be changed except by mutual agreement between the Employer and the Union.

(b) All work performed on Saturday will be paid at time and one-half (1 ½) the applicable rate of pay for the first eight (8) hours and double (2x) time for all hours in excess of eight (8). Any Employee working a Tuesday-through-Saturday schedule who is required to work on Monday will be paid at time and one-half (1 ½) the applicable rate of pay for the first eight (8) hours and double (2x) for all hours in excess of eight (8); and further provided that the opportunity to work a Tuesday-through-Saturday schedule will be offered to the Employees in seniority order.

(c) In the event that legislation, Federal, State, or Municipal, shall be enacted reducing the work week below that specified in this Agreement, such reduction of the work week shall be put into effect with no reduction in the weekly wage.

(d) The Employer shall arrange for starting time for work as is convenient to his operations and shall prepare a schedule showing the starting time for each Employee and a copy shall be delivered to the Union and to the Shop Steward. The starting time shall not be changed during the full term of this Agreement unless mutually agreed to by the Union and the Employer. The Union shall not arbitrarily withhold its consent. If starting time is changed by legislation, then said starting time may be changed by the Employer during the term of this Agreement.

(e) Any Employee ordered in for work prior to his regularly scheduled starting time shall be paid at applicable overtime rates to his regularly scheduled starting time.

(f) All hours worked in the regular work week in excess of eight (8) hours per day or before the regularly scheduled starting time or after the regularly scheduled quitting time or during the lunch period shall be paid for at the overtime rate of time and one-half (1 ½) the applicable rate of pay. If workers are needed on a Saturday in addition to those scheduled to work the Tuesday through Saturday week, seniority shall be respected and Employees shall be guaranteed and paid for not less than eight (8) hours at time and half and double time for all hours worked in excess of eight (8). If the Saturday is a Holiday, Holiday pay shall be paid. No Employer, partner or stockholder (if the Employer is a corporation) shall work on Saturday unless all Employees are requested to work. For each violation of this Section, the Employer shall pay each of the Employees affected one and one-half (1½) days pay. Where there is a request by the Employer for a reasonable amount of overtime, Employees shall comply, except if the Employee has a reasonable ground to refuse.

(g) Employees prevented from coming to work as a result of any hazardous conditions which result in the halting of public transportation on the route which the Employee normally uses,

or on such other alternate routes which are available to him, shall nevertheless be paid for that day.

(h) Employees assigned to higher rated work on a temporary basis four (4) hours or more during any day shall receive the higher rate for the entire day.

(i) There shall be no work performed from Saturday midnight to Sunday midnight unless an emergency is declared by the City of New York or where the Union agrees that an emergency exists beyond the Employer's control. If, however, Employees are ordered to work on any route trucks on Sundays (Saturday midnight to Sunday midnight) such Employees shall be guaranteed and paid three (3) days pay for the first eight (8) hours and four and one-half (4 ½) times their straight rate of pay for hours worked beyond eight (8). For emergency work on Sunday involving snow removal or other than route work, Employees shall be guaranteed and paid two (2) days pay for the first eight (8). Hours worked on the first night of the week or on the night of the holiday shall not be subject to premium pay provided the starting time is no earlier than 8:00 p.m.

(j) Shape-up or extra Employees may be used on a daily basis for not less than eight (8) hours in any one day with all overtime provisions applicable thereto. However, shape-up or extra Employees shall not be used in lieu of regular Employees as required by this Agreement or so as to adversely affect the regular complement of Employees. The Union must be notified by the end of the week in which shape-up or extra Employees are used. Failure to notify the Union will result in the Employee(s) being deemed a regular full-time Employee(s) under this Agreement for that week.

(k) In no event shall the wages of any Employee be reduced or decreased during the term of this Agreement regardless of the type of work to which he is assigned or re-assigned except where an Employee loses his license through his own fault exclusively. In that event, he shall be assigned to any available position and paid at the rate for that position. Under no circumstances, however, shall the employee be permitted to bump another employee. However, where an Employer completely discontinues a tractor trailer operation the tractor trailer Chauffeur's rate will be frozen and he will receive no further increases until his rate equals the rate of the next lower classification, namely, roll-off Driver up to 42 yards capacity.

(l) All trucks must be manned by a Chauffeur and a Helper, except on one-container tractor hoist or roll-off trucks, which may be manned by a Chauffeur only, but in all instances, however, Chauffeurs and Helpers must be members of the Union in good standing or become members of the Union as provided in Section 2 hereof. Where a Helper is required by the Employer to load or unload, he shall be an Employee covered by this Agreement. The reference to loading and unloading in this paragraph is limited solely to the vehicle and Employees subject to this Agreement.

(m) The Employer shall continue to grant his Employees any and all terms and conditions previously granted which are more beneficial than those herein contained.

5. HOLIDAYS

(a) Employees shall not be required to work on the following Holidays regardless of the day of the week on which such Holidays fall or are celebrated but shall be paid for same:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day/Night
Labor Day
Columbus Day
Thanksgiving Day/Night
Christmas Day
Employee's Birthday/Night
Four (4) Personal Days

and any holiday or day of mourning proclaimed as such by the State or Federal Government.

Any employee who works the regularly scheduled work day before and after the Holiday shall be paid for such Holiday, provided that, if the Employee has a reasonable excuse for not working on the day before and after the Holiday, he shall nonetheless be paid for such Holiday.

(b) If any Employee works on any of the above Holidays, seniority shall be respected and each truck must be manned by a Chauffeur and Helper except on one container tractor hoist trucks and roll-off trucks. If any Employee works on any of the above Holidays (except Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day) he shall be paid two and one-half (2 ½) days pay for the first eight (8) hours and three (3) times the straight time rate of pay for all hours worked in excess of eight (8), except that if any Employee works on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day shall be guaranteed and paid (3) days pay for the first eight (8) hours and (3) times the applicable hourly rate for all hours worked beyond eight (8). If the Employer violates this Section, he shall pay each Employee affected two (2) days pay at applicable overtime rates for each day as liquidated damages for such violations.

(c) No Employer, Partner, or Stockholder (if the Employer is a Corporation) shall work on a Holiday unless all Employees are requested to work. For any violation of this Section, the Employer shall pay each of the Employees affected the applicable Holiday pay in addition to the Employee's regular pay.

6. VACATIONS

(a) Annual vacations with pay in advance on the pay day before the vacation shall be given by the Employer to each Employee as follows (not less than 40 hours for each week) at the Employee's regular rate of pay:

Those employed 1 year but less than 2 years	--	1 week
Those employed 2 years but less than 5 years	--	2 weeks in each year
Those employed 5 years but less than 15 years	--	3 weeks in each year
Those employed 15 years but less than 25 years	--	4 weeks in each year
Those employed 25 years or more	--	5 weeks in each year

(b) In the event that any of the Holidays mentioned in Section 5(a) occur during an Employee's vacation period such Employee's vacation period shall be increased with full pay to include an equivalent number of days to make up for such Holidays at his regular rate of pay.

(c) Vacation eligibility shall be determined from the Employee's first day of employment.

(d) Time out on vacation, illness, disability, or on involuntary military or excused leave shall not be deducted in determining an Employee's vacation period or pay during the anniversary year in which the absence commenced or in the subsequent vacation year, not to exceed two (2) years total, provided that the Employee works during any part of each of the said two (2) years.

(e) Employees entitled to vacation shall have the option of taking their vacation during the months of July, August, or September or at any other time mutually agreed to. Employees entitled to a vacation of more than two (2) weeks shall have the option of taking their vacation during the months of July, August and September, or taking two weeks any time during these months and the remaining week or weeks during January or February or at any other time mutually agreed to. Employees shall give the Employer at least ten (10) days notice prior to the time they desire to take their vacation. If two or more Employees desire to take vacations at the same time and it is not practical for them to do so, seniority shall prevail.

(f) Any Employee who quits or is terminated in any year shall receive 1/12th of his applicable vacation for each month or major fraction of a month worked since his last anniversary date of employment, but in no event more than 12/12ths.

(g) In case of the death of an Employee, his full vacation pay shall be paid to the surviving spouse or, if there is none, to his estate. Full vacation pay shall be defined as credit for the entire year in which the deceased Employee was working at the time of death.

(h) Any Employee employed for the major part of his anniversary year on a regular six (6)

day basis shall be entitled to vacation pay at the rate of fifty-two (52) hours for each week at his regular weekly rate of pay.

7. **NEW EMPLOYEES - TRIAL PERIOD - PROHIBITION AGAINST DISCRIMINATION**

(a) The trial period of a new Employee shall be forty-five (45) days.

(b) The Employer shall not discriminate against any Employee or applicant for employment on the ground of race, creed, color, sex, or national origin, age, or Union membership or activities. New Employees shall have the right to apply for Union membership at the end of the trial period, but in any event must become and remain members of the Union in accordance with Section 2 hereof no later than thirty (30) days after the first day of employment.

8. **FEDERAL AND STATE LAWS - ON THE JOB INJURY - POLYGRAPHS - DISABILITY**

(a) The Employer shall keep all Employees covered by Workers' Compensation insurance, disability benefits insurance, and such other insurance as is required by State or Federal laws.

(b) An Employee injured on the job and requiring medical treatment or examination that day shall be paid in full for the day.

(c) No Employee or applicant for employment shall be required to take a lie detector test unless required by a government agency with whom the Employer or his customer has a contract.

(d) The Employer shall abide by all applicable Federal, State and Local Laws, including but not limited to all applicable Department of Transportation rules and regulations and the Family and Medical Leave Act.

9. **MILITARY SERVICE**

An Employee involuntarily called for military service in the Armed Forces of the United States shall resume his seniority with the Employer upon discharge therefrom in accordance with applicable law and shall receive the prevailing applicable rate of pay at the time of his reinstatement. In the event that Employee was receiving, at the time his military leave of absence commenced, a wage in excess of the minimum applicable to him, he shall, upon return from military leave, be entitled to such differential above the minimum prevailing applicable rate then in effect, if physically able to perform.

10. SHOP STEWARD

(a) The Employer recognizes the right of the Union to designate Shop Stewards and alternates. The Union reserves the right to remove the Steward at any time. One of the Employees employed by the Employer shall be designated as Shop Steward; there shall be an alternate Shop Steward where required.

(b) The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;

2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union.

(c) Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

(d) The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.

(e) In case of lay-off, the Shop Steward only shall be the last to be laid off. Shop Stewards and alternates shall not be discriminated against by reason of the position they hold. No Employee, Shop Steward, alternate, or group of Employees shall have the right to modify or waive any of the provisions of this Agreement or settle any dispute with the Employer.

(f) Any Shop Steward and/or alternate required to appear in Court, or at the National Labor Relations Board or New York State Labor Relations Board, or at any arbitration proceeding in any matter affecting this Agreement and the garage at which he is employed, shall be paid only for the straight time hours he would have worked in any such day.

(g) The Employer shall furnish each Shop Steward and the Union a complete Seniority List and shall also furnish additions or deletions as they occur.

(h) The Shop Steward, or his/her designed alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during

the Shop Steward's or his/her designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Shop Steward.

The Shop Steward, or his/her designated alternate, shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Employer shall be given forty-eight (48) hour prior notice by FAX and letter by the Local Union.

11. CHECK OFF

(a) On the first weekly pay day of each month the Employer, if authorized by each Employee by written assignment, will deduct from his wages a sum equal to such Employee's monthly dues and/or initiation fee and/or uniform assessments and/or D.R.I.V.E. contribution owed the Union, and remit the same to the Union or its duly authorized representatives not later than the 10th day of the month in which deducted. In the event there shall be no earnings or wages due on the first weekly pay day of the month, the Employer shall deduct from the first wages due thereafter the dues and/or initiation fees and/or uniform assessments and/or D.R.I.V.E. contribution so owed and to be turned over to the Union within one week from the time such deductions are made. It is understood that this provision is subject to the laws, and requirements of the Labor Management Relations Act of 1947, as amended. The Employer shall give immediate notice to the Union in writing when a check-off is revoked by an Employee.

(b) Should the Employer fail to deduct from the wages of Employees the monthly dues and/or initiation fees and/or uniform assessments and/or D.R.I.V.E. contribution pursuant to authorization submitted, the Employer shall, nevertheless, be liable to the Union for an amount equivalent to the amount thereof on the dates the same become due after forty-eight (48) hours notice by the Union. This shall not constitute a waiver of the right of the Employer to collect or recover such monies from the Employee.

12. NO PRIVATE AGREEMENTS - NO SECURITY

The Employer shall not enter into any individual contract or agreement of any kind with any Employee which shall in any manner or form change or attempt to change, modify, or nullify any of the terms and conditions of this Agreement, and any such agreement if made orally or otherwise shall be void and of no force and effect. No Shop Steward, Employee, or group of Employees shall have the right or authority to alter, amend, modify or otherwise change any part of this Agreement. The Employer shall not require any security of any kind from any Employee.

13. DOUBLE PARKING TICKETS - DEFECTIVE EQUIPMENT - BAIL BONDS - HEATERS AND DEFROSTERS - OVERLOADING - PAY FOR TIME SPENT AT HEARINGS

(a) A double parking summons shall be paid by the Employer. The Employer shall pay all fines and for all time lost when an Employee appears in Court or any agency for overloading, or improper or defective equipment, plates, registration, permits, Department of Sanitation citations, Environmental Control Board citations (provided that violation or citation is due to the action or inaction of the Employer), or other violations chargeable to the Employer. The Employer shall pay for all time lost when an Employee appears in court or before the Department of Consumer Affairs or a Commissioner in connection with any proceeding or hearing involving the operation of the truck (excluding all moving traffic violations or traffic crimes attributable to the Driver) or where the Employer is a party.

(b) Where an Employee is arrested or suffers revocation of his Driver's license in the course of operation of the Employer's equipment he shall be entitled to reimbursement of any bail bond premium charge and loss of wages, if it is determined that the arrest or revocation of his Driver's license resulted primarily from defective equipment, overloading, mechanical breakdown, or conditions beyond the Employer's control.

(c) Employees will not be required to operate defective equipment which is in violation of the New York State Motor Vehicle and Traffic Law or the Department of Transportation laws, rules and regulations. However, the Chauffeur must report the condition to the Employer and the Union at the end of the work day.

(d) All vehicles shall be equipped with proper heaters and defroster in good working condition.

(e) When an Employee notifies his Employer, by submitting the summons within 48 hours of its receipt, that he has been issued a summons for overweight or improper or defective equipment, the Employer shall pay the fine or settle or litigate the summons by the return date, or any adjourned return date.

In the event the Employer fails to furnish proof to the Employee or to the Union that it has done so by the return date or any adjourned return date and the Employee has cooperated with the Employer regarding all aspects of the litigation of the summons, the matter shall be immediately submitted to a representative of the Employer and a representative of the Union to adjust the same.

(f) Employees who receive tickets in connection with the performance of their duties must notify the Employer as soon as practicable and, in no case not more than twenty-four (24) hours after receipt of the ticket, unless circumstances exist which reasonably prevented the Employee from so notifying the Employer.

14. SENIORITY

(a) Seniority shall prevail among all Employees for all purposes of preference in employment, re-employment, job opportunity, overtime, promotion, and advancement, providing the Employee is qualified to do the work required of him at the time the position is available. The Employer will not discharge any Employee for Union activities.

(b) In the event the Employer decides to fill a vacancy, it shall post the position for five (5) work days. The position shall be awarded to the senior qualified bidder.

The company shall not be required to post temporary transfers or assignments.

(c) Classification seniority shall be used for assigning work on premium days. Opportunities to work on a 6th and 7th day or holiday, shall be offered in seniority order to the employees in the classification where the work is needed and then to qualified employees in other classifications. In the event there are insufficient volunteers, the junior qualified employee(s) in any classification shall be required to do the work.

(d) An employee shall lose his seniority and the employment relationship shall cease when the employee:

- (i) quits;
- (ii) is discharged for cause;
- (iii) is laid off for a period in excess of 18 months;
- (iv) is out of work for a period in excess of one year, except worker compensation absences in which case the period shall be 18 months.
- (v) fails to return to work after receiving notice of recall from lay-off to regular employment within 72 hours.
- (vi) is absent without notifying the employer before start time for 3 consecutive days.

15. LAY-OFF - RECALL - NOTICE WHEN EMPLOYEE DOES NOT REPORT - HIRING OF ADDITIONAL EMPLOYEES

(a) The Employer shall notify the Union in writing immediately in cases of discharge, where leaves of absence are granted, and when Employees are recalled to work, giving the names of the Employees, dates and other information regarding the same. In cases of lay-off, one week's prior notice shall be given to the Union.

(b) The Employer shall also notify the Union immediately in writing giving the name, address, Social Security number, date of hiring, classification, and pay rate upon hiring, of any new Employee and shall notify the Union in writing of the names of those Employees who have completed their trial period immediately after such completion. In the event that the Employer fails to notify the Union of a new hire, the Employer shall be liable for damages suffered by the Union and its members. Damages shall not exceed amounts equal to unpaid dues, initiation fees, assessments and Fund contributions on behalf of the Employees involved as well as full arbitrator's fees, if any, subject to applicable law. In the event that the Employer fails to recall an Employee in accordance with his seniority, the Employer may be liable for damages suffered by the Union, the Employee, and the Funds.

(c) The Employer shall notify the Union if an Employee is absent from work one week.

(d) Whenever the Employer shall require additional Employees, employment shall first be offered to those Employees who have been laid off under the seniority provisions of this Agreement, and the Employer shall also notify the Union. Where there are no laid-off Employees available, the Union shall have the right to send applicants for the job or jobs and the Employer agrees to give the same interview and consideration to Union-sent applicants as is given to applicants from other sources. In such cases, the Employer shall have the final determination as to qualifications of all applicants for employment.

(e) The Employer shall not require, as a condition of employment, or continued employment, that an Employee purchase or assume any proprietary interest or other obligation in the business.

(f) The Employer shall not establish or create a so-called "black list" nor in any way become a party to the establishing of such a list that may have for its purpose the prevention of any member of the Union obtaining employment with any other Employer or company.

(g) An Employee voluntarily terminating his employment shall give his Employer one (1) week's notice in writing, copy to the Union. An employee who fails to give one week notice shall forfeit all accrued paid time off.

16. PICKET LINES

(a) It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action nor shall such Employee be permanently replaced, in the event an Employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place or places of business.

(b) The Employer agrees that it will not render any assistance to any other Employer who is lawfully struck by any Local of the International Brotherhood of Teamsters, including Local 813 herein, or the International Brotherhood of Teamsters, or where any members of any such Local or

the International are locked out; and the Employer further agrees that in implementation of this purpose the Employer will not require any Employees covered by this Agreement to handle any work customarily performed by such struck Employer or Employers who locks out its Employees.

(c) In the event the Employer violates this Section, the Union may seek damages for the Union and any affected Employee.

17. INSURANCE PLAN

(a) 1. Effective August 1, 2002 through November 30, 2003, the Employer shall contribute every month in advance to the Private Sanitation Union Local 813 Insurance and Pension Trust Funds a total combined contribution not to exceed the sum of \$197.75 per week, as applicable, for each employee covered by this Agreement computed from the first day of employment in the case of employees hired after the date hereof. The allocation of the contribution between the Insurance Trust Fund and the Pension Trust Fund shall be at the discretion of the Trustees, provided the Pension Fund receives a minimum contribution necessary to avoid any underfunding or withdrawal liability.

2. Effective December 1, 2003, the Employer shall contribute monthly by the 10th of each month for that month not to exceed \$153.75 per week of earnings for any earnings in that week to the Insurance Trust Fund Private Sanitation Union Local 813 for each employee covered by this Agreement, computed from first day of Employment.

3. Effective December 1, 2004, the employer shall contribute monthly by the 10th of each month for that month not to exceed \$163.75 per week of earnings for any earnings in that week to the Insurance Trust Fund Private Sanitation Union Local 813 for each employee covered by this Agreement, computed from first day of Employment.

4. In the event the Trustees of the Fund notify the Employer before December 1, 2004 that the scheduled contribution of \$163.75 per week is insufficient to fund the Plan, then the Employer's contribution effective December 1, 2004 may be increased up to an additional fifteen (\$15.00) dollars to a maximum total contribution of \$178.75 per week. Provided: i) the Trustees and the Union provide all requested information to the Employer regarding the need for the additional increase and ii) all other participating employers in the Local 813 Insurance Trust and Pension Trust Funds are contributing the same amounts on the same basis as the Employer.

(b) 1. For shape-up, extra employees, replacement men, or temporary employees who are not otherwise employed by the Employer, and employed less than thirty (30) days, the Employer shall make contributions to the Trust Funds on a daily basis in accordance with the following schedule:

Effective August 1, 2002 through November 30, 2003:

\$ 39.55	for one day
\$ 79.10	for two days
\$118.65	for three days
\$158.20	for four days
\$197.75	for five or more days

Effective December 1, 2003:

\$ 30.75	for one day
\$ 61.50	for two days
\$ 92.25	for three days
\$123.00	for four days
\$153.75	for five days

2. For Shape-up or extra Employees or replacement men who are not otherwise employed by the Employer in the Sanitation Industry, working thirty (30) days or more, and work less than three (3) days in any week shall be contributed for at the following rates:

Effective August 1, 2002 through November 30, 2003:

\$ 39.55	for one day
\$ 79.10	for two days
\$197.75	for three days

Effective December 1, 2003:

\$ 30.75	for one day
\$ 61.50	for two days
\$153.75	for three days

(c) The Employer shall make such monthly payments in advance to the said Fund computed from the first day of employment and continuing during the full term of this Agreement for each Employee covered by this Agreement to be used by said Insurance Trust Fund for their sole benefit to provide Group Insurance covering life, accidental death and dismemberment, surgical, accident, health and hospitalization, and other benefits, under such rules and regulations and conditions as may be established by the Trustees of said Fund.

(d) The Employer shall provide non-occupational disability benefits coverage for all Employees covered by this Agreement, at the Employer's expense without contribution by the Employee, equivalent to the schedule established by Insurance Trust Fund Private Sanitation Union Local 813 in effect as of December 31, 1972 or the schedule provided under the New York Disability

Benefits Law, whichever is more favorable to the Employees.

(e) Notwithstanding the provisions hereinabove set forth requiring the Employer to make the monthly contributions in advance to the Insurance Trust Fund, if additional sums are required to maintain coverage by Group Health Insurance and/or Blue Cross and/or other organizations providing benefits and/or self-insured benefits and/or to cover increases in the administration costs or as a result of mandatory legislation, the Employer contributions shall be increased accordingly and shall continue for the remainder of the term of the within Agreement; the additional payment by the Employer will be that amount shown by the Auditor of the fund as contained in the quarterly or other reports made by him to the Trustees of the said Fund. The Union will send notice of the additional payment to be made by the Employer and the monthly contribution by the Employer shall be increased by that amount.

18. PENSION PLAN

(a) Effective June 1, 2003 the Employer shall contribute monthly by the 10th of each month for that month at the rate of \$59.00 per week of earnings for any earnings in that week to the Pension Trust Fund Private Sanitation Union Local 813 for each Employee covered by this Agreement, computed from the first day of employment. Effective June 1, 2004 the Employer's contribution shall increase to \$64.00 per week. Effective June 1, 2005 the Employer's contribution shall increase to \$ 69.00 per week.

(b) 1. Shape-up, extra employees, replacement men, or temporary employees who are not otherwise employed by the Employer and employed less than thirty (30) days, the Employer shall make contributions to the Trust Funds on a daily basis in accordance with the following schedule:

	Effective 12/1/2003 to <u>5/31/2004</u>	Effective 6/1/2004 to <u>5/31/2005</u>	Effective 6/1/2005 to <u>11/30/2005</u>
One Day	\$11.80	\$12.80	\$13.80
Two Days	\$23.60	\$25.60	\$27.60
Three Days	\$35.40	\$38.40	\$41.40
Four Days	\$47.20	\$51.20	\$55.20
Five Days	\$59.00	\$64.00	\$69.00

2. Shape-up or extra Employees or replacement men who are not otherwise employed by the Employer in the Sanitation Industry, working thirty (30) days or more, and work less than three (3) days in any week, shall be contributed for at the following rates:

	Effective 12/1/2003 to 5/31/2004	Effective 6/1/2004 to 5/31/2005	Effective 6/1/2005 to 11/30/2005
One Day	\$11.80	\$12.80	\$13.80
Two Days	\$23.60	\$25.60	\$27.60
Three Days	\$59.00	\$64.00	\$69.00

(c) In the event legislation results in additional cost to the Pension Fund in order to maintain existing benefits then, in that event, the Employer agrees to contribute such amounts as are required to cover such additional costs.

19. SEVERANCE PLAN

(a) Effective August 1, 2002 the Employer shall contribute monthly by the 10th of each month for that month at the rate of \$26.00 per week of earnings for any earnings in that week to the Local 813 & Local 1034 Severance and Retirement Trust Fund for each Employee covered by this Agreement computed from the first day of employment. Effective June 1, 2005, the Employer's contribution shall increase to \$31.00 per week.

(b) The Employer shall make such monthly payments in advance to the said Fund computed from the first day of employment and continuing during the full term of this Agreement for each Employee covered by this Agreement to be used by said Fund for the purpose of providing severance or related benefits under such rules, regulations and conditions as may be established by the Trustees of said Fund.

(c) In the event legislation results in additional cost to the Severance Fund in order to maintain existing benefits then, in that event, the Employer agrees to contribute such amounts as are required to cover such additional costs.

20. 401 (k) SAVINGS PLAN

Effective January 1, 2003, employees may begin to participate in the Teamsters National 401(k) Savings Plan (the "Plan"). There shall be no contribution from the company nor shall the company be charged any fee. The company's obligation shall be limited to forwarding to the Plan those payroll contributions as designated by the employees. The Plan shall be solely responsible for the administration of the Plan and all expenses associated with it.

The Employer will make or cause to be made payroll deductions from participating employees' wages in accordance each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The employer will forward withheld sum to (State

Street Bank) or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local 813 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

In addition, the employer agrees to require the payroll systems to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as its is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

21. METHOD AND MANNER OF PAYMENT

(a) With every payment made to the aforesaid Funds, the Employer shall submit a list showing the name of each person for whom payment is made and such other information as may be required by the Funds. Failure by the Employer to make the Insurance and/or Pension and/or Severance Plan payments as herein specified shall make the Employer liable to the Employees or their beneficiaries (as the case may be) for the payment of the benefits which are provided under the Plans and the rights of the Employees or their beneficiaries to collect said benefits shall be enforceable in the same manner and on the same basis as wages.

(b) The Employer shall also continue to make the contributions to the Insurance, Pension and Severance Funds for suspended Employees until a decision in arbitration is rendered, but for no longer than thirteen (13) weeks.

22. ADMINISTRATION OF THE PLANS

(a) To the extent and in the manner mentioned, the Employer joins with other Employers in this or any other industries having agreements with the Union who have made or may make agreements containing provisions similar to those set forth herein, in establishing and maintaining the said Funds, it being understood and agreed that the Employers shall be under no obligation to see to the application of the monies paid to the Funds for the purposes and uses above mentioned, but the Funds nevertheless will render reports to the Employers respecting the application of the monies received and benefits paid.

(b) The provisions herein relating to the above mentioned Funds constitute a consideration for the making of this Agreement and are of the essence. Failure by the Employer to pay the amounts due from him herein to the Funds or to any one of them shall be deemed a breach of this Agreement. In the event of such a breach, the Union may take such steps including a work stoppage, as it may deem necessary to enforce the provisions relating to the payment by the Employer to the Funds. In the event such a work stoppage occurs by reason of the Employer's breach or default, the Employer shall be liable for the wages of each of his Employees affected

thereby for each day of such work stoppage up to the time such breach or default is corrected in accordance with the provisions hereof. Such action shall not be taken until the Employer is notified and a reasonable opportunity given to correct such violation not exceeding one week. The Union shall have the right to strike pursuant to this paragraph of the Agreement only if either of the following conditions are present:

1. An arbitrator or other relevant agency has issued an award declaring the Employer liable for unpaid contributions and the contributions so awarded remain unpaid for a period of seven (7) days following the award of the arbitrator or agency; or

2. The Employer, prior to any arbitration or agency award has failed to make fund contributions for a month(s) in an amount equal to the average monthly amount of the Employer's contribution for the preceding six (6) months.

(c) The Insurance Trust Fund and Pension Trust Fund are being administered by Trustees (an equal number representing the Union and Employers respectively) under an Agreement and Declaration of Trust dated July 29, 1952 as amended; the Local 813 and Local 1034 Severance and Retirement Trust Fund is being administered by Trustees (an equal number representing the Unions and Employers respectively) under an Agreement and Declaration of Trust dated September 18, 1962 as amended, and shall continue to be so administered. The Employer hereby authorizes the representatives (or their successors or others appointed to act in their place and stead) presently designated and acting for the Employers as now or hereafter chosen, or as may be otherwise be provided in the Trust Agreement, to act as Trustees of the Funds and to be the representatives of the Employers, with the same force and effect as if the Employer designated the said representatives individually, and agrees further that any vacancy or vacancies which occur may be filled in like manner. Each of the groups having authority to appoint Trustees shall have the right at any time, with or without cause, to remove and replace any Trustee or Trustees so designated by or for them respectively and to fill any vacancy or vacancies caused by death, resignation or other cause, of any Trustee or Trustees so designated by or for them respectively. The said Trustees are authorized to adopt such rules and regulations for the management and administration of the Funds, eligibility for benefits and benefits to be paid as they deem proper, and to designate as officers of the Funds one or more of the Trustees to act for and on behalf of all the Trustees in any and all matters concerning the Funds. The Funds shall be administered as provided in the aforementioned Agreements and Declarations of Trust, and any amendment of changes thereof.

(d) The money, assets, or property of the Funds, or any part thereof, shall at no time be considered as that of the Union, any International, or any Employer or Employers, but shall at all times belong to the respective Funds and held and administered as provided in the respective Agreements and Declarations of Trust. Said Agreements and Declarations of Trust have been entered into between the Union, the Trustees therein mentioned, and various Employers, and if not heretofore signed by the Employer, the same has been exhibited to the Employer herein mentioned and a copy delivered to said Employer who hereby adopts said Agreements and agrees to be bound thereby as if the same were incorporated at length as part of this Agreement.

(e) The Trustees of the respective Funds are hereby authorized to provide benefits under the Insurance and/or Severance and/or Pension Plans mentioned in this Agreement for the Employees of the respective Funds and for the officers and/or Employees of the Union contributing to all of said Funds.

23. DEFAULT BY EMPLOYER

(a) If the Employer shall fail to pay the Insurance and/or Pension and/or Severance Plan payments and/or check-off deductions and/or any other payments required to be made by said Employer as provided in this Agreement, the Union shall have the right to take such action to commence any proceedings for collection as it deems advisable. The Union shall have the right to strike pursuant to this paragraph of the Agreement only if either of the following conditions are present:

1. An arbitrator or other relevant agency has issued an award declaring the Employer liable for unpaid contributions and the contributions so awarded remain unpaid for a period of seven (7) days following the award of the arbitrator or agency; or

2. The Employer, prior to any arbitration or agency award has failed to make fund contributions for a month(s) in an amount equal to the average monthly amount of the Employer's contribution for the preceding six (6) months.

(b) In the event the Employer is in default in the payment of contributions due and a valid claim for benefits is asserted by one of his Employees or his or her dependent, the Employer shall be liable for the payment in full of such claim and in addition shall continue to remain liable for all contributions.

(c) In the event the Union, because of a default of an Employer, institutes an arbitration proceeding and the Union is successful, the Arbitrator shall include in his award a direction that such Employer shall pay to the Union the costs incurred by the Union for investigation, auditing, counsel fees and arbitrator's fees in connection with the arbitration proceeding, together with interest as set forth in the Multi-Employer Pension Plan Amendments Act.

(d) In the event the Employer is in default of any contributions due the Funds, it shall be liable and shall pay to the respective Funds as to which there is a default, and an additional 20% of the amount due as liquidated damages for the additional bookkeeping or processing expense required by the Funds. A default shall occur when payment is not actually received by the 15th of each month.

24. EMPLOYMENT RECORDS

(a) The Employer agrees to maintain an adequate record and system of timekeeping, including, but not limited to, time clocks at every location where Employees covered by this Agreement report to work, payrolls, and Employees' records of service, as well as records pertaining

to the employment rates and hours of pay, payment for Insurance and Pension and Severance contributions and other conditions provided for in this Agreement. All of the aforesaid records shall be made available to an authorized Union representative on demand, and he shall have the right to inspect the same and make copies thereof.

(b) In the event the Union in the course of administering this Agreement determines that it is necessary, it shall have the right to examine the books and records of the Employer in order to ascertain whether the provisions of this Agreement are fully complied with by the Employer. All such examinations shall be had on written notice by the Union to the Employer requiring the Employer to attend at the Union's offices at 52-35 Barnett Avenue, Long Island City, NY 11104, and to bring to such examination all his books and records pertaining to employment and payrolls as well as contributions to the several Funds for which the Employer is obligated. Such examination shall be had upon five (5) days notice by certified mail or seventy-two (72) hours notice by telegram unless otherwise mutually agreed upon in an effort to resolve any grievance. In the event the Employer fails or refuses to attend such examination or to make his books and records available at or within the time provided above, the Union may take such steps, on notice, including a work stoppage, as it may deem necessary to enforce compliance with this sub-section. In the event such a work stoppage occurs by reason of such a breach, the Employer shall be liable for the wages of each of his Employees affected for each day of the work stoppage up to the time such breach is corrected in accordance with the provisions of this subsection. No work stoppage will be called except after notice to the Employer of intention to take such action.

25. JOB PROTECTION FOR UNIT EMPLOYEES

(a) All trucks must be manned by a Chauffeur and Helper except relay trucks, trucks in Nassau County in accordance with past practice or on one container tractor hoist trucks and roll-off trucks which may be manned by a Chauffeur only, but in all instances however the Chauffeurs and Helpers must be members of the Union in good standing or become members of the Union as provided in this Agreement. Where the Employer requires a Helper to load, he shall be an Employee covered by this Agreement. No more than one (1) Employer, Partner, or Stockholder (if the Employer is a Corporation) shall be permitted to perform bargaining unit work except where the particular Employer's past practice under prior agreements was otherwise. Any such person performing such work shall be deemed an Employee for all purposes under this contract.

(b) In the event extra equipment is required, such equipment shall be manned by Employees covered by this Agreement.

(c) No owner-driver shall be used, nor shall the Employer hire vehicles with Drivers until after the Employer's available vehicles and available Employees within the bargaining unit are working that day. When an owner-driver is used, he shall be deemed an Employee and shall receive, in addition to the rental of the owner-driver's truck, a sum of money at least equal to the minimum wages set forth in Section 3 hereof and, in addition, the Employer shall make contributions to the Insurance, Pension and Severance Funds on the same basis as contributions are made to such Funds by shape-up or extra Employees.

(d) In the event new types of work or different methods of operation or new or other types of equipment relating to Chauffeurs and Helpers are required or used that are not otherwise covered herein, the Union and the Employer shall meet to take up for settlement the wages to be paid for such work, methods of operation, or equipment. Upon agreement on said rates, such rates shall be retroactive to the date of notification by the Union regarding the new type of work begun or the new type of equipment installed. In no event shall such rates be below the minimum of the rates set forth herein.

(e) The Employer shall not lease, rent, hire, or use the vehicle, truck, container or other equipment of any person, firm or corporation unless such vehicle, truck, container, or other equipment is operated by an Employee performing work covered by this Agreement.

(f) Bargaining unit Employees shall consist of Chauffeurs and Helpers on trucks handling commercial garbage as listed in Article 1 of this Agreement from the original point of pick up to the first dump site.

26. ARBITRATION

(a) Should any dispute or difference arise between the Employer the Union and/or the employees covered by this Agreement, the employee or employees affected or the Union shall process the grievance in accordance with the following procedure:

Step One: If the employee is unable to informally resolve the grievance with his supervisor, he shall with the assistance of the steward, submit the grievance in writing to his manager within 5 days of when the employee or Union knew or should have known of the grievance. The manager shall have five (5) days in which to respond to the grievance in writing. If no satisfactory settlement is reached after presentation of the grievance to the manager, the Union or the grievant may appeal to Step 2.

Step Two: The grievant or the Union shall submit the written grievance to the district manager within five (5) days of the Step 1 answer. The district manager shall meet with the Union in an effort to resolve the grievance. The district manager shall have five (5) days to provide a written answer to the Union.

Arbitration: If Step 2 does not resolve the grievance, the Union may appeal the grievance to arbitration within twenty (20) days of the Step 2 answer by giving written notice to the Employer of its appeal of the grievance to arbitration. The matter shall be referred to the following arbitrators, in rotation, in the order listed: Stanley Aiges, Jonas Aarons, Daniel Brent, Robert Douglas, J.J. Pierson, Carol Wittenberg and Barbara Zausner.

(b) Arbitration requests will be assigned to Arbitrators in the Panel of Arbitrators in rotation in the order listed in section (a) above. If an Arbitrator states that he/she is unable to accept a case, it will be referred to the next Arbitrator in line. Whenever the number of unresolved arbitration cases assigned to an Arbitrator shall exceed two, any additional requests which would otherwise be assigned to him/her in order of rotation shall be referred to the next Arbitrator in line. Discharge cases shall be given priority and the Arbitrator assigned to a discharge case shall be required to hold an initial hearing within thirty (30) days after the assignment and to render a decision within thirty (30) days after the hearing record is closed. In the event the Arbitrator assigned to a discharge case cannot hold an initial hearing within thirty (30) days after the assignment, the case shall be assigned to the next Arbitrator who shall be subject to the same time frame.

(c) The Arbitrator shall make his findings and render his decision to resolve the dispute. The decision of the arbitrator shall be final and binding upon the employer, the Union and the employees covered by this Agreement. The expenses of the arbitration and the arbitrator's fee shall be shared equally by the parties.

(d) Any grievance shall be considered settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limits set forth. Time is of the essence. Saturdays, Sundays and holidays shall be excluded for the computation of time limits under this agreement. Time limits may be extended by written mutual agreement of the parties.

27. DISCHARGE - SUSPENSION - DISCIPLINE

(a) No Employee shall be discharged without just cause, and without prior written warning except in case of: theft from the Employer or his customers; violation of the Company's drug and alcohol policy; calling or participating in an unauthorized strike or walk out; insubordination; gross negligence; failure to report an accident; failure to report loss of license; falsification of company records; violation of the Company's violence in the work place or harassment policies.

Disciplinary notices shall not be used as the basis for progressive discipline if the disciplinary notice is over twelve (12) months old, unless it involves a preventable accident or injury or a suspension, in which case the period shall be twenty-four (24) months.

The Company shall give the Union 72 hours notice of discharge.

(b) An Employee who is taken ill or injured may not be discharged for any cause during his illness and convalescing period, and his substitute shall be told by the Employer at the time of hiring that his employment is only temporary. The sick or injured Employee, when physically fit to resume his duties, shall be restored to his former position with all the same rights and benefits he enjoyed before he was taken ill or injured. This shall not apply to Employees who become totally

and permanently disabled and who may, therefore, be permanently replaced. Employees found to be partially permanently disabled by a government agency who are nevertheless able to perform the work of the Employer shall, within a two year period, be returned to work at the rate required by the job they perform. If such Employees are unable to perform the work of the Employer during said time period, they may be permanently replaced.

28. 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 five (5) days special leave with pay.

(b) In the case of a mother-in-law or father-in-law (limited to one of each), grandparents, grandchildren the Employee shall be entitled to four (4) days bereavement leave with pay.

(c) If a Holiday falls during such 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.

29. SAFETY

(a) If not otherwise prohibited by the Sanitation Department or other regulations, all trucks and equipment of the Employer shall be painted in the rear with luminous paint or otherwise properly equipped with lights or devices so that in the dark the Employees can be easily seen by any approaching traffic.

(b) No Employee shall be required to work if;

1. He has reasonable ground to believe in good faith that abnormally dangerous conditions for work exist likely to cause death or serious harm.

2. The condition is reported to the Employer and is not corrected, and,

3. The condition is verified by the Shop Steward and a management representative. However, in the event the Employee affected is the Shop Steward, the condition must be verified by the Business Agent.

(c) It shall be the responsibility of the Employer to ensure the safety and health of its Employees and compliance with any safety rules contained herein or established by the Employer.

30. RELAYING LIMITATIONS

(a) Employees shall not be shifted to or required to load or drive any truck other than the one on which they started that day unless there is a breakdown or where an emergency exist beyond the Employer's controls.

(b) During an emergency, relaying shall be permitted under the following conditions only, and irrespective of any other 2-man limitation in this Agreement:

1. No Layoffs. No Employee shall be laid off due to relaying. To justify a layoff, the Employer must show loss of customers sufficient to warrant the layoff.

2. Seniority. Available qualified Chauffeurs shall be offered the opportunity to go to the dump on the last trip for the day in accordance with their seniority. If all available senior qualified Chauffeurs elect not to go, the least senior qualified Chauffeur may be required to go.

3. Location. Where an extra Chauffeur is employed to go to the dump he may deliver the empty truck on the route. If no extra Chauffeur is employed, the loaded truck shall return to the garage. All Helpers shall be returned to the Employer's garage.

4. Records. The Employer shall maintain records of the date and time of all trips to the dump and the name of the Chauffeur, which shall be available to the Union upon request.

5. Abuses. Any Employer which abuses the right to relay, for example by picking up stops en route to the dump, shall contribute \$100 per day for such violation to the Funds.

31. UNIFORMS OR SPECIAL EQUIPMENT

Where the Employer or the Occupational Health & Safety Act, where the Act applies, requires uniforms or special clothing or equipment to be worn or used, same shall be supplied by the Employer without any cost or charge to the Employees. Where uniforms are so supplied, clean uniforms shall be supplied to the Employees at least once a week.

32. WAGE PAYMENT BY CHECK

Wages and earnings shall be paid weekly. Where the Employer pays wages by check he shall make proper arrangements for the Employees to cash such checks at the Employer's bank during working hours or shall provide other means of cashing such checks without any cost to the Employee. The Employer shall give each Employee an itemized statement each week of all earning and legal deductions.

33. SALE OR TRANSFER

(a) In the event the Employer sells, leases, or transfers all or part of his business, or any rights, titles, interests, assets, or licenses thereof, or takes over by purchase or otherwise the business, route, or routes of any person or firm, the Union shall be notified immediately. The Employer shall also notify the purchaser, lessee, or transferee, in writing, with a copy to the Union, of the existence of this Collective Bargaining Agreement which shall be incorporated in the agreement of sale or transfer and such agreement of sale or transfer shall be subject to the terms and conditions of this Agreement and the purchaser, lessee, or transferee shall assume, in writing, all of the terms and conditions of this Agreement, including, without limitation, all of the terms and conditions of this Article 33. The Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer selling, leasing, or transferring his business or part of his business or route or routes, or any rights, titles, interests, assets, or licenses thereof, is indebted to the Union, its Funds, or its members, for wages, accrued vacation pay, Insurance, Pension, or Severance Plan payments, the purchaser, lessee, or transferee shall either require the seller, lessor, or transferor to make payment of such indebtedness prior to the closing of the transaction or shall pay the amount of such indebtedness directly to the Union deducting the amount thereof from the purchase, lease, or transfer price. In no event, however, shall the Employer, seller, lessor, or transferor be relieved of any obligation under this Agreement until the obligation is assumed by the purchaser, lessee, or transferee by signing the Union Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement. Corporate reorganization by a Signatory Employer, occurring during the term of this Agreement, shall not relieve the Signatory Employer of the obligation of this Agreement during its term.

(b) If the business, routes, or any part thereof, or any rights, titles, interests, assets, or licenses thereof, are leased back or resold to, or revert back to the Employer, it shall again be classified as the business or part thereof of the Employer and shall be subject to the terms of this Agreement. However, if the reversion is due to foreclosure against an Employer under contract to the Union, then the foreclosing Employer, covered again by this Agreement, shall not be liable for more than 50% of the obligations owed to the Funds and Union by the Employer being foreclosed during the period from original sale to foreclosure. This provision shall not in any way absolve or limit the liability of the Employer being foreclosed, which shall continue.

(c) In the event of a sale, lease, or transfer by an Employer of his business, routes, or part thereof, or any rights, titles, interests, assets, or licenses thereof, the contract of sale or transfer shall provide that the sale shall be subject to the within Agreement; and any Employees of the seller required by the purchaser shall become the Employees of the purchaser or transferee. The seniority of such Employees so transferred shall follow that of the purchaser's Employees with the exception of vacations in which instance such Employees shall receive vacations based on their original date of employment with the seller.

(d) In the event of a sale, lease, or transfer by an Employer of his business, routes, or any part thereof, the Employer shall be liable for the duration of the balance of the term of this Agreement for the contributions to the Union's Insurance, Severance and Pension Funds for each Employee then employed, except that such Employer shall not be so liable in the event the purchaser or transferee assumes such obligations by subscribing to, adhering to, and remaining bound by this Agreement.

(e) The Employer agrees that he will effectuate no sale, lease, or transfer of assets or good will either directly or indirectly, which is primarily designed to evade the terms and conditions of this Agreement as well as the financial obligations incurred thereby.

(f) The Employer agrees that all obligations under this contract, and the performance thereof, by the buyer, lessee, transferee, or assignee, shall become a condition of sale, transfer, lease, or assignment. In the event that an entire active or inactive operation or any portion thereof, including, without limitation, rights, routes, or licenses, is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this Article include leases, licenses, stock sales or exchanges, mergers, consolidations, spin-offs, or any other method by which a business, its assets, or interests are transferred.

34. SUBCONTRACTING

No work or services presently performed or hereafter assigned to Employees in the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person, firm, partnership or corporation unless the Drivers and Helpers assigned to such work receive wages, benefits and standards of employment at least as favorable as those contained herein.

35. BREAKDOWNS

(a) In the event of breakdown of any vehicle, if Employees are required by the Employer to remain with the vehicle, they shall continue to be paid their straight time and overtime rates until relieved of such obligation and returned to the garage or customary place of the vehicle when not in use. In any event, they shall not suffer a reduction of pay for that day resulting from any breakdown.

(b) In the event such breakdown occurs under circumstances making it necessary for the Employees to remain overnight before returning to the garage, customary location of the vehicle when not in use, or vehicle route, then, and in such event, they shall be reimbursed for all lodging and food expenses necessarily incurred.

36. SICK LEAVE

(a) Employees shall be entitled to seven (7) paid sick leave days for each contract year. Unused sick leave shall be paid to Employees as an attendance incentive bonus at the end of each contract year. In the event the Employer has a more favorable sick leave practice than that provided herein, the Employer shall continue to provide the more favorable sick leave practice. Employees shall make every effort to notify their Employer before the start of their work shift when out due to illness. If any Employees are terminated or laid-off before the end of the contract year, the remaining sick days shall be pro-rated. If such an Employee has not used all of his sick leave accrual, the remaining sick days exceeding one sick day for each two months of completed service, shall not be reimbursed.

(b) During the first year of employment, Employees shall be paid two (2) days sick leave after completing six (6) months of employment. Following such six (6) months of employment, such Employee shall then receive pro-rata sick leave pay on the basis of one (1) day sick leave pay for each two (2) months or major portion of two (2) months worked until the following December 1st. Effective December 1, 2002, following such six (6) months of employment, such Employee shall then receive pro-rata sick leave pay on the basis of two (2) days sick leave pay for each two months or major portion of two (2) months worked through the tenth (10th) month of employment, and thereafter on the basis of one (1) day sick leave pay for the eleventh (11th) and twelfth (12th) months of employment. If less than six (6) months elapse before the following December 1st, the Employee shall not be entitled to any sick leave pay until he completes six (6) months of employment. Once an Employee has completed six (6) months or more of employment by December 1st, he shall be treated like other Employees as set forth in (a) above.

(c) Once an Employee has used up his sick leave, the Employee must, upon request of the Employer, put in writing the nature of the illness for which the Employee was absent.

37. SEPARABILITY

In the event any Section hereof should be held to be invalid by any Court or tribunal of competent jurisdiction, or the compliance with or the enforcement of any section should be restrained by such Court or tribunal, the remainder of this Agreement and of any rider hereto shall not be affected thereby. The parties shall thereupon enter into immediate negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Section held to be invalid or restrained.

38. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, legal representatives and assigns and shall be binding upon any person, firm or corporation, whether as a successor to the Employer herein mentioned or not and irrespective of whether the business is thereafter conducted in the same or a different name if the purchaser or transferee is conducting the

same business or a part thereof directly or indirectly in whole or in part.

39. MANAGEMENT RIGHTS

(a) This Agreement is entered into in consideration of the mutual performance thereof in good faith by both parties. The intention of this Agreement is to establish harmonious relations between the Company and the Union and its membership and to promote the general welfare of the Company and Employees. The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions thereof. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions and fair equitable wages, the Company must be in a strong market and competitive position, and that it must produce efficiently. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a fair day's work on the part of the Employees. It further agrees that it will support the Company in its efforts to improve the quality of workmanship, conserve materials and supplies, prevent accidents, and strengthen good will between the Company and the Employees.

(b) Except as specifically otherwise provided in this Agreement, all of the rights, powers and authority which the Company had prior to the signing hereof, are retained by and remain exclusively and without limitation within the rights of management.

40. MUTUAL CONSENT CONTRACT RE-OPENER

(a) By mutual agreement the Company and the Union may negotiate additions or modifications to this Agreement. Addition or modifications to this Agreement must be in writing and executed by the signatories to this Agreement or their designated representatives.

(b) If any term or provision of this Agreement is in conflict with, or prohibited by, federal, state or local law, that provision shall become invalid and unenforceable; however, the remainder of this Agreement shall remain valid and enforceable. The Company and the Union will meet, the above paragraph notwithstanding, to negotiate a replacement clause. If, after thirty (30) days, the Company and the Union are unable to reach agreement, either party shall be permitted all lawful economic recourse.

41. LEAVE OF ABSENCE

(a) Any Employee elected or designated to a full time position with the Union shall be granted a leave of absence without pay from the Employer to serve the Union for the duration of such service as a result of such election or designation. Such Employees shall be entitled to reinstatement without loss of seniority upon sixty (60) days notice to the Employer, provided such Employee is qualified for work.

(b) All Employees shall be entitled to two (2) paid personal days per year to be used at the Union's request for Union activity. Employees shall not be paid for any unused days under this provision.

42. **JURY DUTY**

An Employee who is called for jury duty services shall be excused from work for the days served and shall receive for each day of jury service, the difference between what he receives as jury pay and his regular straight time pay for up to two (2) weeks per year, provided the Employee gives the Employer seven (7) days notice prior to the reporting date, and also notifies the Employer as soon as he is released from jury duty and provides his supervisor with a copy of the jury duty release.

43. **UNION VISITATION**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, there is no interruption of the firm's working schedule.

44. **NO STRIKES OR LOCKOUTS**

(a) During the term of this Agreement, the Union will not cause a strike or production stoppage or slowdown of any kind, except as permitted pursuant to Articles 22 (Administration of the Plans), 23 (Default by Employer) and 24 (Employment Records) herein. Employees agree not to take part in any such impermissible strike, intentional slowdown in the rate of production, or in any manner, cause interference with or stoppage of the Employer's work, except as noted above.

(b) The Employer agrees that there shall be no lockouts during the life of this Agreement.

45. **UNION BULLETIN BOARD**

The Employer agrees to provide suitable space for a Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to the official business of the Union.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: [Signature]
(Signature)

By: [Signature]
SYLVESTER NEEDHAM
PRESIDENT

By: Steven Squitieri
(Please Print)

Date: 9/17/04.

Title: Pres.

Date: 9/9/04

Local Union 813

52-35 Barnett Avenue Long Island City, NY 11104
(718) 396-1709 Fax: (718) 396-2183



Affiliated With
International Brotherhood
of Teamsters

Brian McElhoney
Vice President

Richard J. Merola
Secretary Treasurer

Sean T. Campbell
Recording Secretary

Sylvester Needham
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Joseph "Bubba" Bubrowiecki
Trustee

Pedro A. Nieves
Trustee

Nathaniel Pinkney
Trustee

LETTER AGREEMENT

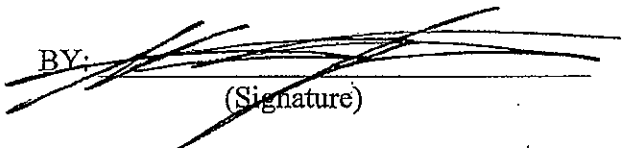
It is understood and agreed by the parties that the personal day provision in Article 5 (Holidays), of the Collective Bargaining Agreement shall be applied as follows:

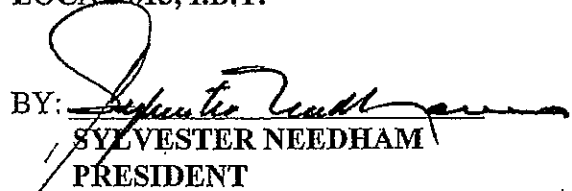
The Employer may require two working days notice from Employees before taking a personal day. If no notice is provided to the Employer, a sick day may be paid to Employees, if entitled and requested by the Employee. Personal days may be used by Employees in addition to sick days if such Employees have exhausted their accumulated sick days. Unused personal days shall be paid to Employees as an attendance incentive at the end of the contract year.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, I.B.T.

BY: 
(Signature)

BY: 
SYLVESTER NEEDHAM
PRESIDENT

BY: Steven Squitieri
(Please Print)

DATE: 9/17/04

TITLE: Pres.

DATE: 9/9/04

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LETTER AGREEMENT

Notwithstanding the provisions of Article 4 and Article 25 of this Agreement, this will confirm that the parties have agreed that as the Company grows, one person packer/rear-load commercial routes may be appropriate.

In the event the Company, through acquisitions or new business, acquires new work which the Company believes one person can reasonably handle, the Company will so notify the Union of their intention to establish a one person route. The parties agree that examples of one man routes will include routes with customers whose waste is picked up from a loading dock or routes with customers who generate waste such as office waste, retail store waste or styrofoam. The foregoing shall be considered to be examples only, and not an exhaustive list, of the parties' intent in reaching this agreement. In the event the Union disagrees with the Company's position regarding the suitability of the one person route, the matter shall be referred to the grievance and arbitration procedure.

The parties hereby recognize that the fact that the proposed one person route is or was previously performed by two persons is probative but not dispositive evidence of whether one person can reasonably handle the work of the proposed one person route.

The parties further agree that all bargaining unit employees on the seniority list as of January 16, 1997 currently working on two person routes will not be affected by this Side Letter, and shall continue to work on a two person route for the life of the Agreement.

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Pedro A. Nieves
Trustee

Nathaniel Pinkney
Trustee

Any Employee on a one-man route will receive a two and one-half (2.5%) percent increase in his base pay for the duration of the assignment.

AGREED TO:

SANITATION SALVAGE CORPORATION

BY: _____

(Signature)

BY: Steven Squitieri

(Please Print)

TITLE: Pres.

DATE: 9/9/04

LOCAL 813, I.B.T.

BY: _____

SYLVESTER NEEDHAM
PRESIDENT

DATE: 9/17/04

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Nathaniel Pinkney
Trustee

LETTER AGREEMENT

This letter will confirm the following:

The Company's current policy regarding drug and alcohol testing shall remain in effect.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: 
(Signature)

By: 
SYLVESTER NEEDHAM
PRESIDENT

By: STEVEN SQUITIERI
(Please Print)

Date: 9/17/04

Title: Pres.

Date: 9/9/04

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LETTER AGREEMENT

It is understood and agreed between the parties that the wage rate for front-end loader drivers shall be equal to that of roll-off truck drivers as described in Article 3(b)(2).

The Employer will offer training for this work to interested Employees in seniority order.

Front-end routes are to be discussed with the Union prior to implementation.

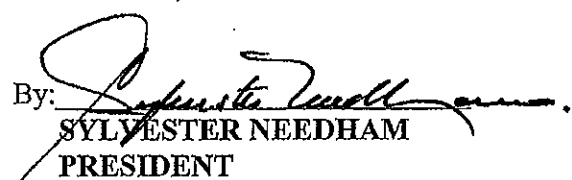
All other terms and conditions shall continue in full force during the full term of the Collective Bargaining Agreement between the undersigned Employer and Local 813, IBT.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: 
(Signature)

By: 
SYLVESTER NEEDHAM
PRESIDENT

By: Steve Squitini
(Please Print)

Date: 9/17/04

Title: Pres

Date: 9/9/04

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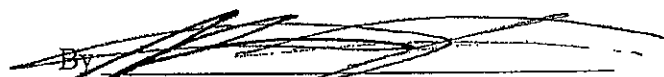
LETTER AGREEMENT

Notwithstanding Article 4(i) of this Agreement, if Employees start before midnight on Tuesday through Friday, the Employer may schedule a staggered starting time on Sunday night into Monday morning, starting no earlier than 8 p.m., except on holidays as to which Article 4(i) shall apply. This time, up to four hours, is exempt from the triple time (3x) provision for Sunday assignments.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: 
(Signature)

By: 
SYLVESTER NEEDHAM
PRESIDENT

By: STEVEN SQUITIERI
(Please Print)

Date: 9/17/04.

Title: Pres.

Date: 9/9/04

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LETTER AGREEMENT

The Tuesday through Saturday work week will allow the Company the flexibility to establish permanent routes to provide service to customers that do not require Sunday night or Monday morning service. In addition, with this work week, the Company can schedule roll off routes which are affected by seasonal drops in volume and/or the competitive marketplace. The Company cannot commit to any specific number of routes affected by this work week. However, the Company believes that there will always be customer demand for service on Sunday nights and Monday mornings in both roll off and rear load.

AGREED TO:

SANITATION SALVAGE CORPORATION

By: _____

(Signature)

By: STEVEN SQUITIERI
(Please Print)

Title: Pres

Date: 9/9/04

LOCAL 813, IBT

By: _____

SYLVESTER NEEDHAM
PRESIDENT

Date: 9/17/04

Local Union 813

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Nathaniel Pinkney
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LETTER AGREEMENT

It is understood that irrespective of Article 1 Recognition, the Employer also employs mechanics and welders that are represented by another Union.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: _____

(Signature)

By: _____

SYLVESTER NEEDHAM
PRESIDENT

By: Bruce Squitieri

(Please Print)

Date: 9/12/04

Title: Pres

Date: 9/9/04

Local Union 813

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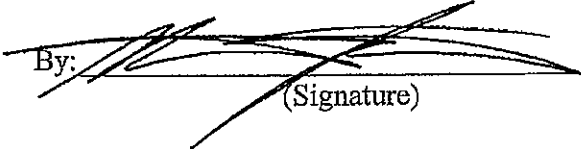
LETTER AGREEMENT

This letter will confirm the following. All agreements currently in effect between the Employer and the Union shall remain in effect for the term of this Agreement.

AGREED TO:

SANITATION SALVAGE CORPORATION

LOCAL 813, IBT

By: 
(Signature)

By: 
SYLVESTER NEEDHAM
PRESIDENT

By: STEVEN SQUITIERI
(Please Print)

Date: 9/17/04

Title: Pres.

Date: 9/9/04



SPECIALTY TRADE UNION
LOCAL 741

157 Sunnyside St. Scarsdale, NY 10583
Phone: (914)367-0277 Fax: (914)574-5566 Website: www.local741.org

Memorandum of Agreement

Local 741 National Association of Specialty Trades ("Union") and Sanitation Salvage Corp. ("Employer") having negotiated in good faith, hereby agree to the following terms and conditions:

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement which by its terms was effective from July 1, 2013 through and including June 30, 2016 (hereinafter referred to as "predecessor cba"); and

WHEREAS, said predecessor cba was extended through June 30, 2018;

WHEREAS, the parties have engaged in collective bargaining regarding the terms and conditions of a successor cba;

NOW, THEREFORE, IT IS AGREED by and between the Employer and Union as follows:

Term of the Successor Collective Bargaining Agreement shall be from May 1st, 2018 through April 30th, 2021.

1. Wages - for Drivers:

Effective upon Execution of this Agreement, all Drivers with less than Five (5) years of employment shall be brought up to \$22.00 per hour.

Effective upon Execution of this Agreement, all Drivers with more than Five (5) years of employment shall be brought up to \$25.00 per hour.

Effective upon Execution of this Agreement, all Drivers with Ten (10) years of employment shall be brought up to \$28.00 per hour.

Effective May 1, 2019- All Drivers shall receive a \$0.50 cent per hour increase.

Effective May 1, 2020- All Drivers shall receive a \$0.50 cent per hour increase.

For the duration of this Agreement, all New Hire Drivers shall start at \$22.00 per hour.

Wages - for Helper:

Effective upon Execution of this Agreement, all Helpers with less than Five (5) years of employment shall be brought up to \$ 15.50 per hour.

Effective upon Execution of this Agreement, all Helpers with more than Five (5) years of employment shall be brought up to \$ 17.50 per hour.

Effective May 1, 2019- All Helpers shall receive a \$0.35 cent per hour increase.

Effective May 1, 2020- All Helpers shall receive a \$0.35 cent per hour increase.

For the duration of this Agreement, all New Hire Helpers shall start at \$15.50 per hour.

Wages for Pay Loader and Sweeper Operator:

Effective upon Execution of this Agreement, all Pay Loaders and Sweeper Operator shall be brought up to \$18.50 per hour. Effective May 1, 2019, they shall receive a \$0.40 cent per hour increase. Effective May 1, 2020, they shall receive a \$0.40 cent per hour increase.

Wages for Light Duty Trucks (NO CDL required, Box Trucks):

Effective upon Execution of this Agreement, all Drivers of Light Duty Trucks shall be brought up to \$16.00 per hour. Effective May 1, 2019, they shall receive a \$0.30 cent per hour increase. Effective May 1, 2020, they shall receive a \$0.30 cent per hour increase.

Wages for Bob Cat Operator:

Effective upon Execution of this Agreement, all Bob Cat Operator shall be brought up to \$15.00 per hour. Effective May 1, 2019, they shall receive a \$0.30 cent per hour increase. Effective May 1, 2020, they shall receive a \$0.30 cent per hour increase.

Wages for Laborers:

Effective upon Execution of this Agreement, all Laborers shall be brought up to \$15.00 per hour. Effective May 1, 2019, they shall receive a \$0.30 cent per hour increase. Effective May 1, 2020, they shall receive a \$0.30 cent per hour increase.

2. ARTICLE VII- Hours & Overtime

Modify Section 1 to read as follows: The workweek shall consist of any six (6) consecutive days, Monday through Sunday. The workweek shall consist of forty (40) hours per week.

3. ARTICLE VIII- PAID TIME OFF- DEATH -IN -THE FAMILY- JURY DUTY

- All Sick Leave Days and Personal Days referenced in the predecessor collective bargaining agreement shall be converted to "Paid Time Off".

All New Hires shall be entitled to Five (5) Days leave as Paid Time Off.

Once an employee is employed more than Two (2) years the employee shall be entitled to Nine (9) Days leave as Paid Time Off.

All New Hires shall accrue his/her PTO days at the rate of one (1) PTO day every two months, up to a maximum of five (5) PTO days for the first year of continuous employment.

The parties agree that on an annual basis the paid leave benefits provided to regular employees under this Agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act ("Act"). N.Y.C. Admin. Code Section 20-911 et. Therefore the provisions of the Act are hereby waived.

- All employees must call in prior to taking a PTO day

4. ARTICLE XXII- GRIEVANCE PROCEDURE

Subsection A. shall be deleted, and the following language shall be inserted:

1. Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and adjustment of dispute procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below. All claims from potential, current or former employees of Company accruing at any time pursuant to all Federal, State and Local statutory employment statutes including, but not limited to, any claims for monies that may have been owed for back wages, vacation, overtime, prevailing wage or minimum wage claims, including claims under the

Fair Labor Standards Act, the New York State Labor Law or similar law, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the ADA Amendments Act of 2008, the Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Equal Pay Act, the Worker Adjustment Retraining and Notification Act, and any claims alleging violations of any state or local law, statute, regulation, executive order, or ordinance, including, but not limited to, the constitution and laws of the State of New York, the New York State Human Rights Law and the New York Executive Law (collectively "Covered Claims") must be submitted to binding arbitration in accordance with the grievance and arbitration provision set forth in the collective bargaining agreement. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration provision. The costs charged by the arbitrator shall be borne equally between the Company and the Union. The arbitrator shall apply all applicable laws, rules and regulations when issuing a decision. No party shall have the right to bring or participate in a class, collective or other representative proceeding concerning any Covered Claim in any forum including any court of law or arbitration. To be clear all Covered Claims submitted to arbitration must be handled on a singular individual basis.

5. ARTICLE XV- HEALTH BENEFIT

All bargaining unit employees, who were hired on or before March 1, 2008 shall be entitled to Family Coverage or Single Coverage, whichever is applicable for said employee.

All bargaining unit employees who were hired after March 1, 2008 shall be entitled to Single Coverage only.

Effective January 1, 2018, the premiums shall be increased to \$585 for single coverage and \$1040 for family coverage. The employer agrees to pay up to a 5% percent increase in each of the respective premiums for January 1, 2019 and January 1, 2020. Should the

premium increase be in excess of 5%, then the Union and the Employer shall re-open negotiations regarding same, but said re-opener shall not negate the parties contractual obligations as set forth in the No-Strike, No Lock-Out provisions of the collective bargaining agreement.

The Stipend for any employee who opts not to receive medical coverage shall be increased to \$350.00 per month.

6. ARTICLE XXVII – MANAGEMENT RIGHTS

Add language that the Employer shall have the right to suspend an employee for one (1) week without pay, if the Employer has a good-faith belief that the employee is taking too long to complete his/her route. During this week suspension, the Employer shall have the right and the obligation to have another employee do the route, and the average number of hours that it takes this second employee to complete the route, shall be the set hours for the route that the route shall be completed by prospectively.

7. ARTICLE XXX- NO DISCRIMINATION

- a) The employer shall not discriminate against any person because of membership in the union or for any other unlawful reason.
- b) The employer shall not discriminate in the equal distribution of work within the bounds of skill and knowledge of the employees involved in the particular type of job classification.
- c) The provisions of this agreement shall be applied to all employees covered by this agreement without discrimination because of race, creed, color, religion, national origin, sex, age, handicap, disability, sexual orientation, marital status or affection preference as provided by applicable law.

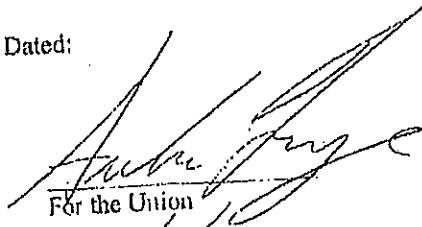
All employees should be treated with respect at the workplace. The employer will not tolerate discrimination or harassment against employees by supervisory personnel or co-workers. Such conduct is not only wrong, it is also prohibited by law.

If you have been harassed, subjected to discrimination, or if a hostile environment has been created you shall report such conduct promptly. Report any harassment or discrimination committed by any person to the supervisor of the person committing the discrimination. If the harassment or discrimination is by your fellow co-worker report the unlawful action to your immediate supervisor. If the harassment or discrimination is by your immediate supervisor, report the unlawful action to the person to whom your supervisor reports.

All other terms and conditions of the predecessor Collective Bargaining Agreement between the parties shall, along with the terms and conditions of this Memorandum of Agreement, be incorporated into and comprise the full and complete successor Collective Bargaining Agreement.

All proposals exchanged or discussed during negotiations by either party not included in the Memorandum of Agreement shall be considered withdrawn.

Dated:



For the Union

5/8/18

Date

For the Employer

Date

Testimony
of
Waste Connections of New York, Inc.
Before the New York City Council Committee
on Sanitation and Solid Waste Management
Regarding a Local Law to Amend
the Administrative Code of the City of New York in Relation
to Trade Waste Industry Labor Unions

Submitted to the
New York City Council
Honorable Antonio Reynoso
Committee Chairman

By
Andrew Moss, Government Affairs Manager
January 29, 2019



WASTE CONNECTIONS
Connect with the Future®

Waste Connections of New York, Inc. (“Waste Connections”) respectfully submits the following testimony regarding Intro 1329, which would mandate the Business Integrity Commission (the “BIC”) to issue and establish standards for the registration of labor unions in the trade waste industry.

About Waste Connections:

Waste Connections is a subsidiary of Waste Connections, Inc., the only publicly owned and publicly listed company picking up waste and recyclables in New York City. Waste Connections, Inc. serves more than six million residential, commercial, industrial, and exploration and production customers in 41 states in the U.S., and six provinces in Canada. In New York City, Waste Connections proudly services thousands of commercial customers with excellent customer service. We employ over 300 hardworking men and women, 230 of whom are well paid union employees. The majority of our workers lives and works in New York City. We operate multiple facilities in both Brooklyn and the Bronx.

What sets Waste Connections apart from others in the industry, and something we are very proud of, is our published list of corporate values that we endeavor to meet every day.

Our first and foremost value is safety. We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do. In fact, we are the safest waste and recycling company operating in New York City.

Our second value is integrity. We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our shareholders. We do the right thing, at the right time, for the right reason.

Our third value is customer service. We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

Proposed legislation:

The BIC's mission, as stated on its website, is to eliminate organized crime and other forms of corruption and criminality from the public wholesale markets, the trade waste and shipboard gambling industries. The BIC's goals are numerous, and seek to ensure that: the regulated businesses are able to compete fairly; the marketplaces remain free from violence, fraud, rackets and threats; the customers receive fair treatment; and the businesses which are allowed to operate in these industries conduct their affairs with honesty and integrity. We strongly agree with and support these sentiments and believe that Intro 1392 will help effectuate these goals. As such, we urge the City Council to pass this legislation.

The rooting out of organized crime is the very basis of the BIC's initial creation. We support expanding the BIC's portfolio in this regard. We note, however, that because resources are limited, the BIC may not have sufficient bandwidth for taking on this expanded effort. Because we believe the BIC's resources are best spent on background checks and keeping the industry clean, it should consider shifting its internal focus and resources away from unnecessary tasks such as its rate cap oversight responsibilities.

The rate cap is an antiquated system that is not implemented, to our knowledge, anywhere else in the United States. Companies operate in a dynamic market with ever changing inputs such as fuel and the value of recyclables. Having to repeatedly petition the BIC for a rate adjustment is not a good use of anyone's time, energy or money.

Importantly, we note that in an exclusive waste zone system the rate cap will disappear along with the BIC's oversight in this area. We support Intro 1329 for the above mentioned reasons.

**TESTIMONY OF MR. T CARTING CORP.
CITY COUNCIL COMMITTEE ON SANITATION AND SOLID WASTE MANAGEMENT**

JANUARY 29, 2019

My name is Thomas N. Toscano, and I am the Chief Executive Officer of Mr. T Carting Corp. and all its affiliates. I am fully in favor of the Local Laws proposed today. I particularly want to focus my remarks on Intro No. 1329, the law that deals with the regulation of unions. My company had numerous examples of incidents with its former union, Local 813, a union that was decertified by my employees in 2009.

This industry has a dark history of organized crime that most think ended in the mid 1990s. However, Local 813 had an individual that was barred for organized crime funds sitting as a trustee on its pension fund well into the 2000s. I brought this to the attention of the Trade Waste Commission at the time, and I was told that they did not have jurisdiction over unions and its officials.

In early 2007, Local 813 commenced a Strike at my company over a successor Collective Bargaining Agreement . During this strike, which they had every right to conduct, there was atrocious behavior on their part, and on the part of their Members. Our containers were pushed off of loading docks, bags on our routes were slashed (with the litter strewn about the street), customers locks were glued, and bright lights were shined in the faces of drivers as they pulled in and out of our transfer station in what can only be interpreted as an attempt to cause an accident.

The final night of the strike, we had an all-night negotiating session to come to terms, and that session ended with an officer of Local 813 literally walking across a table and threatening to kick the head in of a member of my negotiating team over a term we did not agree on. This incident happened in front of many witnesses, including a Federal Mediator. In a wild west fashion, one of Local 813's shop stewards pulled his car in front of one of my company's moving trucks, and nearly caused an accident, over a contract dispute. Plinio Cruz, the next shop steward, got angry over a motorist spitting at him, left the cab of his vehicle, and punched the motorist in the face. He was arrested and terminated for the incident.

The political battle lines have been formed over zones. Local 813 is strongly in favor of them. I understand this, since they have lost hundreds, if not thousands of members in this industry as it has changed over the past twenty years. They clearly hope that their support of franchising leads to additional members to their ranks. I hope the incidents I raised above give you some insight into why my employees decertified 813, and why we campaigned so hard against them in the election. Unfortunately, in political battles, people tend to see things as “black and white,” and view one side as all good and the other as all bad.

I have always been fully in support of the BIC’s mission of maintaining honesty, integrity, and good character, and I applaud it being applied to all factions of this industry, including the unions which represent our employees. I only wish it would have happened twenty (20) years ago, because it may have saved my company, and others like it, from the incidents I have described. If this City, through this Council, implements zoning that creates a labor monopoly by one or two unions, you will be reopening the old illegal cartel under new legal management.

This industry needs regulated competition in all aspects, employees, Unions and carters with close monitoring. Otherwise the businesses of this City will be burdened paying for a new broken system paid for by the customers, the businesses of this great City. The BIC has done a great job in cleaning up the corrupt members of the carting businesses. I encourage you to give them the tools to do the same with the unions.

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Alexis Robinson

Address: _____

I represent: Former Sanitation Salvage Worker

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Percy Gaines

Address: 912 EAST 224 ST BRONX

I represent: _____

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Calvin Andrews

Address: 4305 FUMEN ST

I represent: _____

Address: SELF

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: _____

Name: Allan Henry (PLEASE PRINT)

Address: 116 SUNSET DR FALMOUTH, GA 31024

I represent: _____

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29/19

Name: John Rojas (PLEASE PRINT)

Address: 1210 Baynton, Apt 4A, 10472, BX, N.Y.

I represent: _____

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29/19

Name: Anthony Carmo (PLEASE PRINT)

Address: _____

I represent: _____

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Manuel Matias

Address: 520 West 142 St Apt 2 NY NY 10031

I represent: Sanitation Salvage

Address: 421 Manhattan Bldg NY 10472

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1-29-19

(PLEASE PRINT)

Name: Don Juan Patterson

Address: 51 West 128 St

I represent: _____

Address: 51 West 128 St

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1-29-19

(PLEASE PRINT)

Name: Eduardo Lacer

Address: 357 East 150 St

I represent: _____

Address: _____

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 2/29/19

(PLEASE PRINT)

Name: Alex Amante

Address: 810 EAST 152ST BROX NY

I represent: _____

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29

(PLEASE PRINT)

Name: Pedro Garcia

Address:

I represent: 813

Address: _____

THE COUNCIL
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. ALL Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Steve Changaris

Address: 782 Southbridge Ave St 373

I represent: NWRA - NY & District

Address: nam

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____
 in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Rocio S. Valerio

Address: 50 Broadway, 24th Floor

I represent: ALIGN

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. 1329 Res. No. _____
 in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: ERIC A. GOLDSTEIN

Address: _____

I represent: Natural Resources Defense Council

Address: 40 West 20 St NY NY 10011

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. 1329 Res. No. _____
 in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: Sean Campbell

Address: _____

I represent: Teamsters Local 813

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. 1329 Res. No. _____

in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: Melissa Tachan

Address: _____

I represent: NYLPI

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1.29.19

(PLEASE PRINT)

Name: Keroloff Christianen

Address: 151 Maple St. Brooklyn

I represent: Advocates for Responsible Waste Mgmt.

Address: same

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: Daniel D. Browne II, Chair & Commissioner

Address: 100 Church St. 20th Floor

I represent: NYC Business Integrity Commission

Address: _____ BIC

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: Zach Steinberg

Address: _____

I represent: Real Estate Board of New York

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 1/29/19

(PLEASE PRINT)

Name: Noah Genel, First Deputy Commissioner

Address: to + General Counsel

I represent: NYC Business Integrity Commission (BIC)

Address: 100 Church St. 20th Fl

Please complete this card and return to the Sergeant-at-Arms