

CONTRACT FOR RATIFICATION VOTE  
OMNIMAX INTERNATIONAL, LLC dba AMERIMAX

AND

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 1932

May 20, 2021

## **ARTICLES OF AGREEMENT**

This Agreement is made and entered into by and between OmniMax International, LLC dba Amerimax ("Employer") and International Brotherhood of Teamsters Local 1932 ("Union") (collectively, "Parties").

### **Article 1 – PREAMBLE**

This Agreement has been negotiated through the process of collective bargaining and entered into in a mutual effort to stabilize employment conditions and to promote sound labor and management relations.

The Parties recognize and agree that the Employer must have the highest flexibility and discretion to operate its business efficiently and profitably and to respond rapidly to changes it perceives are necessary to remain competitive.

Now, therefore, it is mutually understood and agreed by and between the Parties as follows:

### **Article 2 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative of all employees classified as full-time and regular part-time drivers employed by the Employer at its facility located in Romoland, California as certified in Case 21-RC-263577. All of the drivers covered by the terms of this Agreement shall constitute one bargaining unit.

This Agreement does not include any other employees, and does not apply to probationary employees, office clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act, as amended. The Agreement does not apply to employees of any subsidiary, other facility and/or related companies of the Employer that are not under contract with the Union.

### **Article 3 – NEW EMPLOYEES/INITIAL REVIEW PERIOD**

The Employer may hire new employees from a number of sources including but not limited to walk-ins, referrals from existing employees, referrals from the Union or from other parties.

Each newly hired or rehired employee shall serve an initial review period of ninety (90) calendar days. An employee serving his or her initial review period is not included in the bargaining unit and shall not be covered by any of the terms and conditions of this Agreement until such time that the employee's initial review period has been successfully completed. Specifically, the employee shall not have recourse to the grievance procedure of this Agreement for any purpose and may be discharged at the discretion of the Employer with or without cause and with or without notice. An employee serving his or her initial review period shall not be eligible for any Employer-sponsored benefits. The initial review period shall be extended for any period of time

specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work without reference to bidding or seniority; and to schedule and change working hours, shifts and days off.

3. To close down or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, or subcontract any portion of the Employer's operations; to cease, permanently or temporarily, any job, department, operation or service; to control and regulate the use of vehicles, facilities, equipment and other property of the Employer.
4. To issue, amend, and revise policies, rules, regulations, and practices including rules of conduct, safety rules, attendance policies, and standards of performance, and penalties for violation thereof. The Union reserves the right to bargain over any such amendments and/or revisions.
5. To take whatever action is either necessary or advisable to determine, manage, and fulfill the operational goals of the Employer and direct the Employer's employees.
6. To introduce new or improved technology, materials, or equipment; to determine the methods of financing operations and services; and to determine the number, location, and operation of departments and units of the Employer.
7. To set reasonable standards of productivity and the services to be rendered; to manage, direct, and maintain the efficiency of operations and personnel; to institute and award incentives beyond the scope of this Agreement to attain desired productivity; to manage, determine, and control the personnel, methods, means, and facilities by which operations are conducted.
8. To create, change, combine, or abolish jobs, departments, and facilities in whole or in part; to discontinue work; to increase or decrease the work force and determine the number of employees needed; to determine the need for and to hire temporary and/or part-time employees; and to determine the type and scope of work to be performed and services to be provided.

The Parties' decision to list certain Employer rights above is not a limit on such powers. The above rights together with all other rights, powers, and prerogatives of the Employer not specifically ceded in this Agreement remain vested exclusively with the Employer.

It is understood that the exercise of these rights is not subject to bargaining, Union approval, or the grievance and arbitration procedures of this Agreement, except the Union shall have the right to grieve any violation of a specific provision of this Agreement.

2. Written warning or warnings, as appropriate;
3. Suspensions without pay, as appropriate; and,
4. Termination, as appropriate.

It is understood that any such steps will be applied on a case-by-case basis as determined by the Employer based on the seriousness and severity of the violation. Documents relating to conduct shall be active for a full twelve (12) months from the date of issuance. Documents older than twelve (12) months shall be removed from an employee's official personnel file and placed in an inactive folder to be used only for legal, judicial and administrative agency proceedings.

Violations that properly may be addressed by termination on the first offense include, by way of example only, unauthorized use of a company vehicle, dishonesty (including falsification of an application for employment, and falsification of company records or any logs or documentation required by DOT or any other regulatory agency), fighting or making threats of violence in the workplace or while on duty, insubordination, failure to report an accident, theft, property damage, sabotage, harassment of any kind, violation of the drug and alcohol policy, consequential failure to follow DOT regulation, and serious safety infractions.

The Employer shall provide notice to the Union of the suspension or termination of any employee by either mailing a letter to the Union or by sending an email, providing the reasons for the suspension or termination.

Employees shall have recourse to the grievance procedure if subject to the disciplinary process.

### **Article 9 – GRIEVANCE AND ARBITRATION**

#### **Grievance Procedure:**

All disputes between employees, the Union, and the Employer, regarding the interpretation and application of this Agreement are subject to the grievance procedure set forth below.

Grievances must be filed and processed in the following manner:

Step 1: The employee and the shop steward, if desired by the employee, shall meet and attempt to resolve the grievance with the employee's supervisor.

Step 2: If no resolution is reached after Step 1, the grievance shall be reduced to writing within ten (10) calendar days after the known occurrence of the act which resulted in the grievance. If the written grievance is not received within the above-referenced timeframe, the matter shall be deemed resolved. The Business Representative or shop steward of the Union and a representative of the Employer shall meet within fourteen (14) calendar days from the filing of the written grievance, or a longer period if mutually agreed upon, to attempt to resolve the grievance. The Employer shall provide the Union with a written response to the grievance within fourteen (14) calendar days following the meeting between the Employer and Union representatives.

Discrimination in Employment Act, the California Fair Employment and Housing Act, or any other applicable rules or regulations. The language of said laws is incorporated herein by reference in its entirety. Any and all claims by employees against the Employer, its agents and/or employees, alleging discrimination in violation of these laws and/or any common law claims alleging discrimination shall be subject to arbitration as the sole and exclusive remedy and forum for pursuit of said claims. Any claim alleging discrimination must be submitted to the grievance process in the same time period as required under the applicable statute for filing said claims in court. The arbitration of said claims shall be final and binding on all parties. The Union and the Employer agree that this clause is intended to constitute a full waiver of the right of employees and/or the Union to pursue such claims in court and the right to have said claims heard before a jury. If and when such claims proceed to arbitration, and except as otherwise stated herein, the arbitrator shall: (1) have knowledge of and expertise in discrimination law; (2) apply the appropriate substantive state or federal law applicable to the claim; (3) follow the procedures set forth under the American Arbitration Association Employment Arbitration Rules (which may be found at [www.adr.org](http://www.adr.org)); and (4) be empowered to award any and all remedies provided for under applicable law. The Employer shall pay the administrative costs of said arbitration and the arbitrator's fees, but the parties will bear their own attorney's fees and costs (e.g., witness fees, etc.), subject to any remedies the arbitrator may award in accordance with applicable law. If and when the Union determines not to participate in any claim brought under this section, the employee shall have the right to continue to arbitrate said claim. The Union and the Employer further agree that they shall interpret this Agreement to be consistent with the Americans with Disabilities Act (ADA) and the seniority provisions of this Agreement. Should a dispute arise with respect to such issues and should the parties fail to reach agreement, such dispute shall be submitted to final and binding arbitration as provided under this clause. The arbitrator shall have no authority to consolidate more than one person's claims and/or otherwise preside over any form of a representative, collective or class proceeding. The Union and the Employer agree that there will be no right or authority for any dispute to be heard or arbitrated on a class or collective action basis, as a private attorney general, or on bases involving disputes brought in a representative capacity on behalf of the general public, or other of the Employer's employees, or of other persons similarly situated, and the Union and the Employer agree that such claims are barred.

The Employer agrees to comply with all applicable state and federal wage and hour laws including, but not limited to, the Fair Labor Standards Act, the California Labor Code, California's unfair competition laws (Cal. Bus. & Prof. Code § 17200 et seq.), and any applicable Wage Orders, including specifically the Wage Order governing the Employer. Except as otherwise stated in this Article 9, the language of said laws is incorporated herein by reference in its entirety. Any and all claims by employees against the Employer, its agents and/or employees, alleging violations of these laws (including, but not limited to, claims for wages, overtime, premium pay, meal and rest break violations, waiting time penalties, inaccurate wage statements, improper deductions, unlawful reimbursements, and unfair business practices) and/or any common law claims for same (including, but not limited to, claims alleging conversion, breach of contract and/or implied contract, unjust enrichment and/or quantum meruit) shall be subject to the grievance and arbitration procedures set forth in this Agreement as the sole and exclusive remedy and forum for pursuit of said claims. Any such claim must be submitted to the grievance

Human Resources person or designee for review prior to being posted.

### **Article 13 – SHOP STEWARDS**

A shop steward, who shall be a bargaining unit employee, may be appointed by the Union. There shall not be more than one (1) shop steward for the bargaining unit. Time spent in the capacity of shop steward is not compensable and will not be considered time worked.

The authority of a shop steward shall be limited to and shall not exceed the investigation and presentation of grievances to the Employer and in accordance with the provisions of this Agreement.

### **Article 14 – HOURS OF WORK**

Work schedules shall be set by the Employer, who shall assign employees based on the needs of the business and/or customer demand. Work schedules for individual employees will vary. The work schedule does not provide a guarantee of a minimum number of hours of work.

Drivers shall be paid hourly for time worked, and not for mileage driven. The Employer may require employees to work overtime and will comply with applicable law by paying overtime at one and one-half times the base hourly rate for time worked over eight (8) hours in a twenty-four (24) hour period, and for time worked over forty (40) hours in a workweek, and double the base hourly rate for time worked over twelve (12) hours in a twenty-four (24) hour period.

### **Article 15 – SENIORITY**

Seniority means the length of time an employee has been continuously employed by the Employer since the date he was last hired by the Employer.

Seniority shall be broken as a result of:

1. Voluntary quit.
2. Termination by the Employer.
3. Absence of three consecutive days without notifying the Employer.
4. Failure to return to work from a layoff on the date required, provided that the Employer provided at least one week's notice of the expected return date. If the Employer provides less than one week's notice of the expected return date, then failure to return to work from layoff within two (2) working days after notification by the Employer to the employee to return to work will result in loss of seniority. Such notification by the Employer shall be at the employee's last known address and or telephone number on record. There shall be no exceptions to the above unless an employee provides a valid medical certificate to the Employer prior to the employee's report date showing cause why he cannot return to work.
5. Promotion out of the bargaining unit for more than three (3) calendar months.

reason. Employees are encouraged to use vacation benefits in the year in which they accrue to avoid reaching the ceiling on benefits. Once employees reach a cap of 1.75 times their annual maximum accrual of hours (for example, at 80 hours accrual, the cap is 140 hours, and at 160 hours accrual, the cap is 280 hours), they will cease accruing benefits. When vacation falls below the benefits cap, accrual of new benefits will resume.

Employees are not eligible to earn, accrue or receive any vacation pay until after the completion of one (1) year of continuous service. If an employee's employment terminates for any reason before completing one (1) year of continuous service, the employee will not have earned and will not be entitled to receive any vacation pay whatsoever.

Accrued vacation pay that has not been used will be paid at the time of resignation or termination.

Requests for vacation time off must be in writing and scheduled at least ten (10) days in advance. Paid vacation time can be used in minimum increments of one day. All employees are prohibited from performing any work for the Employer while on vacation. The amount of vacation pay will depend on how long an employee has worked for the Employer. Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or other differentials.

The Employer shall not cancel an employee's scheduled vacation without mutual agreement with the employee in writing.

#### **Article 20 – HOLIDAYS**

The Company observes the following paid holidays per year:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Two (2) Floating Holidays
Thanksgiving Day	(to be approved in advance by manager)

Additional holidays may be observed at the sole discretion of management and may be with or without pay, also at the sole discretion of management.

To be eligible for paid holidays, an employee must successfully pass his/her Initial Review Period and work the scheduled day before and the scheduled day after the holiday.

If an employee desires time off for a holiday not listed in this Section, this time off without pay may be approved subject to the needs of the Employer. An employee must request such time off at least seven (7) calendar days in advance and is required to have written approval of his/her supervisor.

Agreement are eligible to obtain such coverage through the LAMT on the first day of the calendar month following sixty (60) calendar days of employment. The Employer will pay seventy percent (70%) and an employee will pay thirty percent (30%) of the monthly contribution cost for the coverage. Any adjustment in the monthly contribution rates, which are adjusted annually with a May 1st effective date, shall be shared by the Employer and an employee for payment in the same seventy percent (70%) and thirty percent (30%) allocation.

All eligible full-time employees who provide proof of alternate medical coverage through a spouse and who opt out of coverage under the LAMT are qualified to enroll in the Labor Alliance Savings Trust Fund (LAST), a supplemental savings plan from which a participating employee may obtain distribution upon retirement or six (6) months after separation from employment. All employees enrolled in the LAST shall be ineligible to receive the Employer matching contribution to the 401(k) plan described in Article 25 of this Agreement.

A full description of the plan and its costs, as well as application forms, will be provided to all employees when hired. A completed application and other required documents must be returned to the Human Resources Department prior to the conclusion of sixty (60) days of employment in order to begin coverage under the LAMT.

**Article 24 – SICK LEAVE**

The Employer will provide those employees entitled to sick leave with twenty-four (24) hours of sick leave per year.

**Article 25 – RETIREMENT**

**401(k) Plan**

The Employer offers employees an employer-sponsored qualified retirement plan after thirty (30) days of service. An employee may contribute by payroll deduction a percentage of pre-tax compensation up to the IRS yearly maximum and after twelve (12) months of service the Employer will make a matching contribution of an annually determined percentage – currently at 3% in 2021, calculated as 50% of the first 6% contributed by an employee - of an employee's contributions up to the IRS yearly maximum. Employees enrolled in the Labor Alliance Savings Trust Fund (LAST) as provided for in Article 23 – Health and Welfare of this Agreement are ineligible for the Employer matching contribution. An employee can select from several investment options or create his/her own portfolio of investments. Employer matching contributions vest according to the following schedule:

Years of Service	Vesting Percentage
Less than 2	0
2	25.00
3	50.00
4	75.00
5	100.00



pay each employee \$25.00 per month for the use of their personal cell phone for company purposes.

#### **E. Expense Reimbursement**

Employees shall be reimbursed for all appropriate business expenses incurred by them in connection with their duties. Expense reimbursement shall be promptly paid in a timely manner following submission for payment.

#### **Article 28 – SEPARABILITY**

Should any part of this Agreement, or any provisions contained herein, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction or by the final decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions hereto, provided that upon such invalidation, the parties immediately meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice where appropriate. The remaining parts or provisions of this Agreement shall remain in full force and effect.

#### **Article 29 – ZIPPER CLAUSE**

The Parties acknowledge that during the course of bargaining this Agreement, each had an unlimited right to make proposals with respect to all subjects of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore the Employer and the Union each waive the right, and each specifically agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to in this Agreement, except those required by law, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated this Agreement.

#### **Article 30 – TERM OF AGREEMENT**

This Agreement shall be in effect as of June 1, 2021 and shall remain in full force and effect through and including May 31, 2024, and shall continue from year to year thereafter unless cancelled by either Party by written notice provided to the other party at least sixty (60) days prior to the expiration date.

Sixty (60) days prior to the above-referenced expiration date or any subsequent annual anniversary date, either party may notify the other party of its desire to modify or terminate the

SIDE LETTER  
Between  
OMNIMAX INTERNATIONAL, LLC dba AMERIMAX  
and  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932

This SIDE LETTER is made and entered into by and between OmniMax International, LLC dba Amerimax ("Employer") and International Brotherhood of Teamsters Local 1932 ("Union") (collectively, "Parties"). It is effective upon ratification of any collective bargaining agreement entered into by the Parties that becomes effective on June 1, 2021 ("CBA").

It is hereby agreed and understood by the Parties that for the period from January 1, 2021 through and including May 31, 2021 (hereafter "the Period"), the Employer agrees to pay to each full-time driver employed by the Employer in the bargaining unit represented by the Union, and the Union agrees to accept on behalf of each such full-time bargaining unit driver whom it represents, retroactive wages calculated on the basis of the following formula:  $2.5$  (one-half of the five months in the Period)  $\times$   $173.33$  (work hours per month)  $\times$   $\$1.50$  (hourly rate) =  $\$650.00$ , less usual and customary tax withholdings since such payment is wages. The Union agrees and understands that it shall not claim or demand retroactive wages, and the Employer agrees and understands that it shall not owe retroactive wages, for any other time period.

It is further hereby agreed and understood by the Parties that the sum due to each bargaining unit employee pursuant to the calculation and withholdings described in the immediately preceding paragraph shall be due and payable to each bargaining unit employee in a separate paycheck within thirty (30) days after the date of ratification of the CBA.

Date: \_\_\_\_\_

International Brotherhood of Teamsters  
Local 1932

By: \_\_\_\_\_

Date: \_\_\_\_\_

OmniMax International, LLC dba Amerimax

By: \_\_\_\_\_

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It is hereby agreed and understood that within sixty (60) days after ratification of the CBA the Employer and the Union will meet to discuss schedules and bidding of routes. It is further agreed and understood that the Employer's agreement to this meeting does not reduce or affect its rights to determine the schedule and to schedule employees under the CBA.

Date: \_\_\_\_\_

International Brotherhood of Teamsters  
Local 1932

By: \_\_\_\_\_

Date: \_\_\_\_\_

OmniMax International, LLC dba Amerimax

By: \_\_\_\_\_