

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**OMNIMAX INTERNATIONAL, LLC dba AMERIMAX**

**and**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 1932**

**Regarding**

**(Truck Drivers Contract)**

**Romoland, California Facility**

**June 1, 2021 through May 31, 2024**

## **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



the employee is on an authorized leave of absence. Upon request by the Employer, the Union may agree to an additional thirty (30) day extension of any employee's initial review period.

#### **Article 4 – NON-DISCRIMINATION**

Neither the Employer nor the Union may discriminate against the employees or applicants for employment based upon any criteria protected by law.

#### **Article 5 – UNION MEMBERSHIP/DUES CHECK-OFF**

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall, remain members in good standing and those who are not members on the date on which this Agreement is signed shall, on the thirty-first (31st) day following the date on which this Agreement is signed, 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 the date on which this Agreement is signed, shall on the thirty-first (31st) day following the beginning date of such employment become and remain members in good standing in the Union.

Upon receipt of a signed, individual authorization form from an employee, the Employer shall withhold from such employee's earnings, payment for dues and initiation fees. Deductions shall be made from the first paycheck received each month by the employee and remitted to the Union, together with a list of names of the employees to whom said monies are to be credited. The employee may revoke the dues check-off authorization in writing at any time. The Employer shall remit monies to the Union on or before the 30th of the month.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken, or not taken, by the Employer in carrying out the provisions of this Article.

#### **Article 6 – MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights and authorities possessed by the Employer prior to the execution of the Agreement are specifically reserved to and vested exclusively in the Employer. Further, and by way of example only and not by way of limitation, the rights, powers, and authorities of the Employer shall include the right:

1. To hire, transfer, promote, demote, reprimand, suspend, discharge, or otherwise discipline employees; to determine the qualifications of employees; to maintain the efficiency of its employees; to determine the number of employees to be employed; and to lay off employees.
2. To assign and direct the work force; to establish job descriptions, work standards, schedules of operations and workloads; to set routes and delivery schedules; to

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.



The Employer's exercise of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be a precedent or be binding on the Employer, shall not be the subject or basis of any grievance, and shall not be admissible in any arbitration proceeding. These rights shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim that the Employer has condoned or tolerated any practice or any act or acts of any employees. No practice which has developed, either with or without the consent of the Employer, shall be considered part of this Agreement unless it is in writing and included in this Agreement.

#### **Article 7 – NO STRIKES/NO LOCKOUT**

During the life of this Agreement and any extension thereto, neither the Union nor any of its agents, members, or employees shall instigate, promote, aid, sponsor, engage in, authorize, encourage, or condone any strike, sympathy strike, wildcat strike, boycott, secondary boycott, slowdown, speed-up, walkout, sit-down, sit-in, sick-out, concerted work stoppage, concerted refusal to perform assigned work, concerted resignation, concerted absenteeism, picket, or any other conduct which in any way results in the interruption or disruption of the Employer's operations or causes economic detriment to the Employer.

In the event of an alleged violation or violations of any provision of this Article by the Union, its members, agents, or representatives, or by any employee:

1. The Union shall direct such employees to resume normal operations immediately; and
2. Any such employee shall be subject to immediate discharge without recourse to the grievance or arbitration procedure of this Agreement.

During the life of this Agreement and any extension thereto, the Employer agrees that it will not institute a lockout.

The Employer and the Union shall be entitled to all appropriate remedies for any breach of the foregoing provisions, including but not limited to injunctive relief and damages, whether or not the dispute giving rise to the conduct which violates such provision is subject to arbitration.

#### **Article 8 – DISCIPLINE AND DISCHARGE**

The Employer may discipline or discharge an employee for just cause. Discipline or discharge will be administered within ten (10) calendar days of the date on which the immediate supervisor became aware of the conduct upon which the discipline is based, provided that this period will be extended when circumstances require an extended investigation, or circumstances beyond the Employer's control make it impossible to do so.

The Employer recognizes progressive discipline with the following steps:

1. Documented counseling, as appropriate;

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.



Step 3: Within ten (10) calendar days of the Employer's answer in Step 2, the matter may be submitted by the Union to the Employer's President, or his/her designee, who shall meet with the designated Union Representative for the purpose of settling the dispute. If no such agreement is reached, the matter may be referred in writing to arbitration.

Arbitration Procedure:

If any grievance is not resolved in the manner set forth above, then the Union must request arbitration by submitting a written request to the Employer's highest ranking Human Resources representative (or designee) within thirty (30) days of the date of the Employer's answer in Step 3 of the grievance procedure.

The Parties will attempt to agree on a mutually acceptable arbitrator. If no agreement can be reached, the Parties shall promptly request the Federal Mediation and Conciliation Service to provide a list of seven (7) Arbitrators. The Parties will take turns striking alternately until one (1) name remains. The party to strike first shall be determined by lot. The arbitrator must be selected by the Parties within sixty (60) days of Union's request to arbitrate.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement or to enter any new provisions into this Agreement. Nor shall the arbitrator's authority exist or extend in any way beyond the expiration of this Agreement except with regards to grievances timely reduced to writing before the expiration of this Agreement. The arbitrator shall confine his decision to a determination based upon the facts presented. The arbitrator shall determine any question of arbitrability. The decision of the arbitrator within the limits of this Article shall be final and binding upon the Employer, the Union, and the grievant.

The expense of the arbitrator and all mutually agreed upon facilities and services shall be shared equally by the Union and the Employer in arbitration cases involving contract interpretation and discipline/termination for just cause.

If any grievance is not submitted or advanced in accordance with the time limits specified in any step of this Article by the Union, the grievance shall be considered null and void. If the Employer fails to answer a grievance within the time limits required above, the Union may advance the grievance to the next step. Nothing in this Agreement shall prohibit the parties from mutually extending the time limits set forth in this Article and they must do so in writing.

In accordance with Article 4, the Employer and the Union agree that neither party to this Agreement shall in any way discriminate against any present or future employee by reason of race, creed, color, age, disability, national origin, gender, veteran's status or any other characteristic protected by applicable state or federal law. The Employer agrees to comply with all applicable state and federal laws prohibiting any such discrimination including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age



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



process in the same time period as required under the applicable law 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 wage and hour law; (2) apply the appropriate substantive state or federal law which is 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. 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, in a representative capacity (as a private attorney general or otherwise) on behalf of the general public or other of the Employer's employees, or other persons similarly situated, and the Union and the Employer agree that such claims are barred.

#### **Article 10 – PERFORMANCE OF BARGAINING UNIT WORK**

Bargaining unit functions may be performed by non-bargaining unit temporary employees to cover a surge in demand.

#### **Article 11 – ACCESS OF UNION REPRESENTATIVES TO EMPLOYER PREMISES**

It is mutually agreed that there will be no interference by the Union with the work of any employee covered by this Agreement during the regular working hours of any employee, except that the Employer agrees to grant one official representative of the Union access to the facility and the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. The Union agrees that it shall provide prior notice to the Employer in the event it seeks access to the facility. Except in the case of an emergency, the Union shall request access at least one business day in advance of the intended visit. Union representatives shall have access to only those parts of the Employer's facility in which drivers perform their work, provided that the Union representative advises the Employer upon arrival at the Employer's property.

#### **Article 12 – BULLETIN BOARDS**

The Union shall have one bulletin board for purposes of posting materials concerning official union business. A copy of all materials to be posted shall be submitted to the responsible



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.



The Employer agrees to furnish the Union, upon request, but no more often than every six (6) months, a seniority list of the employees covered by this Agreement, including each employee's date of hire.

Employees shall be laid-off and recalled in accordance with the Employer's evaluation of the employees' experience, work history, and seniority. If the preceding factors are deemed equal, seniority shall prevail.

An employee who is recalled from layoff shall be paid in accordance with the position to which he has been recalled and not the position he held prior to the layoff.

It is the employee's responsibility to advise the Employer when the employee has a change in telephone number or address.

#### **Article 16 – PRODUCTIVITY, EFFICIENCY, AND COOPERATION**

The Employer and the Union agree to cooperate in order to maximize productivity and efficiency during the term of this Agreement. The Union agrees to assist and support the Employer's efforts to strengthen relationships with customers and to endeavor to assist the Employer in increasing the Employer's client base.

#### **Article 17 – UNIFORMS**

If the Employer requires employees to wear uniforms, the Employer shall provide them in accordance with applicable state and federal law.

#### **Article 18 – MEAL AND REST PERIODS**

The Employer shall provide meal and rest periods in accordance with applicable state and federal law.

#### **Article 19 – VACATIONS**

Employees do not begin to earn or accrue any vacation pay until they complete one (1) year of employment. After completing one year of employment, full-time employees will begin to earn vacation benefits based on the following schedule:

<b>Length of Service:</b>	<b>Hours of Vacation Earned:</b>
Less than a year	0
1 – 4 Years	80
5 – 9 Years	120
10 + Years	160

An employee will earn vacation credit for a month if he/she works at least 120 hours in the month. Employees do not earn vacation credit while they are on a leave of absence for any

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.



When a scheduled holiday falls on a day on which an employee is not scheduled to work, it will be observed on the day before or the day after the holiday, at the Employer's discretion. The employee will be advised in advance of the day on which the holiday will be observed. If a holiday occurs while an employee is on vacation, the holiday will not be counted as a vacation day.

An employee scheduled to work on a holiday will be allowed equivalent time off with pay, either before or following the holiday. If requirements do not permit the time off within thirty (30) days following the holiday, pay in lieu of time off will be granted.

Holiday pay is paid at the rate of an employee's average daily straight time hours at an employee's straight time rate of pay and does not count as hours worked for purposes of calculating overtime.

#### **Article 21 – LEAVES OF ABSENCE**

The Employer provides leaves of absence in accordance with all applicable federal and state laws. Employees seeking to take a leave of absence should consult with the Human Resources Department.

#### **Article 22 – BEREAVEMENT LEAVE**

Leave shall be granted to allow an employee to attend the funeral of his/her family members. For purposes of this Article, an immediate family member includes the spouse, child, step-children, parents, brothers, sisters, and grandparents of the employee. Close family members include the parents or brothers/sisters of the employee's spouse.

The Company will grant up to 24 paid hours to eligible full time employees. Employees who have worked 90 days of their Initial Review Period may receive up to three (3) consecutive workdays off in the event of the death of an immediate family member or one day in the event of the death of a close family member. One of these days must be the day of the funeral. Pay for these absences will be paid at the employee's regular daily rate of pay for time actually lost from scheduled work.

Employees who are not eligible for Bereavement Pay may be given time off without pay in case of the death in the family or a close friend. Employees who feel they need additional time are welcome to use any earned vacation time. This additional time must be approved by the employee's supervisor.

#### **Article 23 – HEALTH AND WELFARE**

All full-time bargaining unit employees employed as of the effective date of this Agreement are eligible to obtain medical, dental, vision, and life insurance and accidental death and dismemberment (AD&D) coverage through the Labor Alliance Managed Trust Fund (LAMT) effective June 1, 2021. Full-time employees hired on or after the effective date of this

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:

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



Employee contributions are always 100% vested. An employee's contributions are tax sheltered until withdrawn at retirement. For information regarding eligibility, contributions, investments, vesting, loans and withdrawals, an employee should consult the Summary Plan Description that is available from the Human Resources Department.

### **Article 26 – WAGES**

Employees shall be paid according to the following wage scale:

<b>Employee:</b>	<b>June 1, 2021</b>	<b>June 1, 2022</b>	<b>June 1, 2023</b>
Driver	\$22.75	\$23.50	\$24.50

### **Article 27 – MISCELLANEOUS PROVISIONS**

#### **A. Safety**

1. The Employer and employees agree to conform to all applicable Federal, State, County and City regulations governing the health and safety of employees.
2. The Employer and employees shall comply with all applicable Department of Transportation (DOT) requirements and regulations. The Employer shall not require employees to drive any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.
3. All Trucks will carry PPE and a First Aid Kit.

#### **B. Substance Abuse Policy**

The Employer shall maintain a DOT Controlled Substance (Drug) and Alcohol Testing Policy. If an employee reports having a substance abuse problem, the employee shall be allowed to seek appropriate medical intervention as required by law.

#### **C. Safety Boots**

The Employer will maintain a boot allowance paid one time each year in the amount of \$150.00 dollars and shall be paid in January of each year of the Agreement.

#### **D. Cell Phones**

Employees may elect to use a company-issued cell phone for company purposes and limited personal use. If an employee declines to use a company-issued cell phone, the Employer shall

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



existing Agreement.

By the signature below of the authorized representative of both Parties, it is so agreed.

Date: 6-21-21

International Brotherhood of Teamsters  
Local 1932

By: 

Date: Effective June 1, 2021

OmniMax International, LLC dba  
Amerimax

By: 





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 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: 6-21-21

International Brotherhood of Teamsters  
Local 1932

By: 

Date: Effective June 1, 2021

OmniMax International, LLC dba Amerimax

By: 





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: 6-21-21

International Brotherhood of Teamsters  
Local 1932

By: 

Date: Effective June 1, 2021

OmniMax International, LLC dba Amerimax

By: 

