

Exhibit P
Approved Affiliates and Subcontractors

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EXHIBIT P

APPROVED AFFILIATES AND SUBCONTRACTORS

Approved Affiliates

As of the Effective Date, Approved Affiliates include the Affiliates listed in the table below.

Approved Affiliate	Role
BFI of California, Inc.	Owner and operator of Newby Island Recyclery in Milpitas, CA (which is the Approved High Diversion Processing Facility as of the Effective Date)
Keller Canyon Landfill Company	Owner and operator of the Keller Canyon Landfill in Pittsburg, CA (which is the Approved Disposal Facility of the Effective Date)
West County Resource Recovery, Inc.	Owner and operator of the West County Resource Recovery Facility Composting Facility (which is the Approved Organic Materials Processing Facility of the Effective Date)

Approved Subcontractors

As of the Effective Date, Approved Subcontractors shall include Cascadia Consulting Group, Inc. and For Sustainability Too. Both companies were identified in Contractor's Proposal for provision of public education and outreach services and technical assistance for Residential, Multi-Family, and Commercial Subscribers.

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Exhibit Q
Labor Agreements for Drivers and Mechanics

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ALLIED WASTE SERVICES, INC.
D/b/a Allied Waste Services of Contra Costa County**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL 315**

Garbage Collection Unit

August 24, 2010 to August 24, 2015



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ARTICLE I PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into this ____ day of May, 2012 between Allied Waste Services, Inc. d/b/a Allied Waste Services of Contra Costa County, hereinafter referred to as the Company, and the International Brotherhood of Teamsters, Local No. 315, hereinafter referred to as the Union.

Section 2

This Agreement shall become effective August 24th, 2010, and shall continue in full force and effect until August 24th, 2015, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall service notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III UNION MEMBERSHIP

Section 1

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (I) becoming a member

in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union or (iii) paying a service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures; provided that the employees choosing this option shall notify the union in writing.

Section 2 -Hiring

A. Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.

B. When the Company requires the hiring of additional permanent employees under this Agreement, such employment opportunities will be filled by qualified employees from the Recycling Unit by seniority.

Section 3 –Payroll Deduction

A. Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, (2) allotments to be made to a credit union as identified in the authorization, and (3) contributions to DRIVE. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Ave. P.O. Box 3010, Martinez, Ca 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B. Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

C. Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV MANAGEMENT RIGHTS

Section 1 - Reservation of Management Rights

The Company reserves and retains solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not,

as such rights existed prior to the time any Union became the bargaining representative.

Section 2 - Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct, and control operations; to establish work and quality standards; to perform periodic evaluations of employee; job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and from time to time, re-determine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes, and means of productions; the right to hire, select, transfer, promote, suspend, and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority, because of lack of work or other legitimate reasons.

Section 3 - Recognition of Management Rights

A. The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations subject only to the express provisions of this Agreement.

B. The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 4 - Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any disputes under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V

UNION REPRESENTATIVE AND BULLETIN BOARDS

Section - 1

An accredited representative of the Union may visit the Company's facility during normal business hours at the representative's own risk and with the advance approval of the General Manager or his/her designated representative, provided that such approval will not be unreasonably withheld, to adjust disputes, investigate working conditions under the contract, and to ascertain that the Agreement is being adhered to. Any accredited representative of the Union desiring to visit the facility shall give reasonable advance notice to the General Manager or his/her designee.

Section - 2

The purpose of the accredited representative's visit shall be limited to investigating and/or presenting grievances. Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative; if he/she is not available such representative shall not interfere in any way with or interrupt the operation of the Company's business, nor cause any lost time by employees during such visit. No employee shall conduct Union business or meet with any representative of the Union while on Company time. Any accredited representative of the union availing him/her of these access rights shall be subject to losing such rights for violations of this provision of the contract. Any dispute arising under this provision shall be referred directly to arbitration pursuant to *Article XIII* of the Agreement unless otherwise mutually agreed.

Section - 3

A. Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of Union activities.

B. An employee must be at work, rather than on disability or other extended period of absence, in order to act as shop steward.

C. Specific functions and rules for Stewards mutually agreed upon between the Union and the Company is to be posted at each location.

Section - 4

A. The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting of Official Union notices and a seniority list updated by the Company every six months.

B. The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 - Official Union Seniority

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI NO STRIKES

A. There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, or honoring a picket line except as described herein during the term of this Agreement by the union, its officers, agents and members, or by the employees.

B. The Union agrees that it will not authorize, ratify, or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents, and representatives will make very good faith effort to end such activity.

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7 at any property other than an Allied Waste property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII WAGES AND HOURS

Section 1 - Wages

The wages listed below shall be effective August 24th and March 1st of each contract year.

All *	Current	8/24/10	3/1/11	8/24/11	3/1/12	8/24/12	3/1/13	8/24/13	3/1/14	8/24/14	3/1/15
Drivers	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63
Working Foreman	30.18	30.68	31.08	31.48	31.93	32.38	32.83	33.33	33.83	34.23	34.63
Helpers	28.80	29.30	29.70	30.10	30.55	31.00	31.45	31.95	32.45	32.85	33.25
Casual	25.49	25.99	26.39	26.79	27.24	27.69	28.14	28.64	29.14	29.54	29.94
Front End Loader	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63
Box Truck Driver	29.62	30.12	30.52	30.92	31.37	31.82	32.27	32.77	33.27	33.67	34.07
Sweeper	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63

* The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 - Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 - Working Foreperson

The working foreperson is precluded from testifying against fellow Union members in arbitration cases which involve route standard based discipline. The Company and Union agree to stipulate to the admissibility of all confirmed route standard related documents (evidence) prepared by the working foreperson. Both parties may mutually agree to the working foreperson testifying at a disciplinary hearing.

Section 4 - Bargaining Unit Work

The Company will not contract bargaining unit work. Temporary employees may be used in cases of staffing shortages or emergencies. The Company will not use temporary employees to diminish the collective bargaining unit.

Section 5 - Starting Times

A. The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B. The Company shall have the exclusive right to establish and, from time to time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.

C. No employee will be permitted to start work prior to his scheduled starting time without the expressed permission of his dispatcher.

Section 6 - Hours

A. All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1 ½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days.

B. The regular workday for all employees shall be eight and one-half (8 ½) hours per day and forty (40) hours per week with a one-half (1/2) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken half-way through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half hours (8 ½) hours of work.

C. In order to lessen fatigue, all Drivers must take an uninterrupted meal period of at least thirty (30) minutes each day. All Drivers must sign the Company's Driver Meal Period Acknowledgment Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.

D. Garbage drivers shall be allowed to go home after completion of their route unless the Company at its discretion requires that they assist in running other routes or in performing other work covered by this Agreement. In the event that garbage drivers are required to assist the running of other routes, those drivers will

be paid at a rate of time and one-half (1½) for worked performed on the reassigned route. The Company will pay reassignment when the driver is redirected from the normal path of his/her route. *Example:* A driver would normally dump at a transfer station anyway. Their reassignment would commence when they leave the transfer station in route to the reassigned area. The Company will attempt to spread such additional work among all garbage drivers.

E. Nothing in this article, section, or anywhere in this collective bargaining agreement, shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations

Section 7 - Casuals

A. The Company may hire up to five (5) casual employees in order to cover employee absences and to handle temporary increases in the work load. Individuals hired on a casual basis will be paid 85% of the full helper rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee. Casual employees cannot work for a period of over six (6) consecutive months.

B. With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. Casual employees are guaranteed eight (8) hours for each day worked, but are not guaranteed forty (40) hours per week.

C. If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D. A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 8 - Higher Wages

A. An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this agreement.

B. Employees who start work at 12:00 noon or thereafter shall receive twenty-five cents (0.25) per hour over scale.

Section 9 - Overtime

A. Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B. Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.

C. Employees called for work on Sunday, to perform route work, shall be guaranteed eight (8) hours pay at the rate of double (2) time.

D. Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours the employee will be guaranteed eight (8) hours pay.

E. Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.

F. If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.

G. To be compensable, overtime must be worked in accordance with the Company's assignment or prior authorization. Employees who feel overtime is needed to complete their routes shall request prior authorization from the Company. Such authorization may be secured by a telephone call to the Company if the employee is not on the company's premises. Such call for overtime authorization will be made by the employee at least one (1) hour prior to the employee's regular quitting time. Failure to secure such prior authorization will result in the denial of payment for overtime worked.

Section 10 - Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid by the next pay period.

Section 11 - Helper

A. It is understood that a helper shall drive a truck upon which he/she is working over the route assigned insofar as such driving is necessary to best carry out the work then being done by him/her and the regular driver of said truck.

B. A helper that assumes the driver's responsibility in his/her absence, i.e., vacation, illness, failure to report to work, injury, or emergency, will receive driver's pay for hours worked as a driver that day.

Section 12 - Cost of Living

There shall be no cost-of-living increases for the duration of this Agreement.

ARTICLE VIII VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2

A. Vacation pay shall be computed at ten percent (10%) over and above the employee's normal rate of pay. His/Her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

B. It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.

C. However, employees eligible for two (2) weeks vacation or more may at their option designate their final week as an optional vacation week and upon request be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.

Section 3 - Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section - 4

A. All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

B. Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C. Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 - Vacation Selection Procedure

A. The vacation schedule shall be posted by December 1st of the year preceeding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.

B. Vacations must be taken in no less than one week increments.

C. The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 - Holiday Falling during Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

ARTICLE IX HOLIDAYS

A. The following days have been agreed upon as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employees Birthday
One (1) floating holiday	Easter Sunday

There shall be twelve (12) paid holidays when not worked as follows: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Easter Sunday, Employee's individual Birthday, and one (1) floating holiday.

B. These twelve (12) days shall be paid at the rate of eight hours straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2 ½) for all hours worked.

C. The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company's approval.

D. The Employee's individual birthday shall be considered and treated as a national holiday and, if worked, employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E. An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F. New employees shall not become eligible for the Birthday holiday or the Floating holiday until they have completed one-hundred twenty-six days (126) days of service in the garbage contract. The floating holiday shall be taken at date mutually agreed upon between the Company and the employees.

G. Employee's Birthday shall be treated as any other holiday except when employee's birthday falls on another holiday Monday through Friday, he/she will receive two (2) days pay for the holiday and will not be allowed to work.

H. The Company and the Union recognize there may be a slackness of work on holidays. A sign up list will be posted three (3) days prior to a holiday for those who want to volunteer to stay home. Senior employees will get first priority in layoffs. Unless otherwise instructed by the dispatcher, the bottom four by seniority allowed to stay home on a holiday must call dispatch one hour before their normal start time the morning of the holiday for possible assignment.

ARTICLE X SENIORITY

Section 1 - Seniority

In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety-day and twelve-month requirement) to continue or terminate the employee. Seniority shall commence on

completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

Section 2 - Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Each morning all open routes will be bid by seniority up to ten (10) minutes of the start times. Employee must be qualified on the equipment. The qualifications requirements and rate of pay for job openings shall be posted for five (5) working days. All routes will be posted for bid whenever a permanent vacancy occurs. A permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Section 3 - Lay-off

In reducing the work force due to slackness of work, the last employee hired shall be the first employee laid off and in rehiring the last employee laid off shall be the first employee rehired. Senior, qualified, capable employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

Section 4 - Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition shall be offered to regular full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available.

Section 5 - Qualifications

The company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. The Company will not disqualify an employee from such bid except for just cause. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of twelve (12) months except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 - Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referred above. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Employees that bid into the garbage unit become permanent employees and cannot move back down into the Recycling Agreement. Qualified recycling employees will move up into

the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Section 7 - Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

Section 8 - Seniority List

Valley Waste Management Employees and Pleasant Hill Bayshore employees will maintain separate seniority lists.

ARTICLE XI DISCIPLINE AND DISCHARGE

Section 1

The Company may discharge or suspend an employee for just cause provided that no employee shall be discharged or suspended without first receiving progressive discipline, which must consist of at least one warning letter. No prior warnings shall be necessary for either discharge or suspension if the cause of discharge or suspension is:

- a.* Insubordination.
- b.* Theft.
- c.* Proven dishonesty relating to the employee's job duties.
- d.* Falsification of time records, driver logs, or other official documents.
- e.* Misappropriation or unauthorized use of Company property or the property of customers.
- f.* Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third party individuals while on duty or while in a Company-owned or leased vehicle.
- g.* Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.

- h.* Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company drug and alcohol policy.

Section 2 - Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. During the period of investigation, the employee shall remain on the job.

Section 3 - Union Notification

A. No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than six (6) months. A copy of such warning letter(s) shall be sent to the Union (shop steward or business agent of the local) at or about the time it is given to the employee.

B. The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 - Employee Investigation

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 - Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 - Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of *Article X* apply to terminations.

Section 7 - Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees, involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance procedure, unless otherwise mutually agreed.

Step 1 In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree in writing to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance-filing period shall be extended until proper notice has been given.

Step 2 The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 In the event the grievance isn't resolved, the parties agree that either party may request grievance mediation to take place at a mutually agreed upon time not to exceed twenty (20) days following the last grievance meeting, unless such time limits are extended by mutual agreement between the parties. The grievance mediation will be conducted by the Federal Mediation and Conciliation Service. The mediator will issue an Advisory Opinion at the end of the mediation session which shall not be binding on the parties and which may not be introduced in any arbitration proceeding.

Step 4 If neither party requests grievance mediation then in order to proceed to arbitration the Union must request arbitration within five (5) calendar days of the decision in *Step 2*. If either party requests grievance mediation then the Union must request arbitration within five (5) calendar days of the mediator's advisory decision.

ARTICLE XIII ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement upon selection of an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days from the date of the request or agreement to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of arbitrator's names from which to select an arbitrator. The parties shall then alternate striking in sequence until only one name remains. The person whose name remains on the list shall be the arbitrator. If the arbitrator that is selected cannot hear the case within 60 days after being selected, either side may request a second list from the FMCS unless the parties agree to an alternative arbitrator. Upon the receipt of the second list the same procedure for selecting the arbitrator shall be followed, except that parties will accept the earliest date of designated arbitrator is available and on which the parties can mutually agree.

Section 2 Jurisdiction of the arbitrator is limited to:

- a.* The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provisions of this Agreement and
- b.* The rendition of a decision or award which is not retroactive to a date preceding the time of the events giving rise to the grievances and
- c.* The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based and

- a. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other; and the arguments presented in the written briefs, if any and
- b. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of this case.

ARTICLE XIV HEALTH AND WELFARE

Section 1

A. Effective 8/24/10, the Company agrees to utilize **Teamsters Benefit Trust Plan 1** (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of **TBT Plan 1** which is of One Thousand Four Hundred Seventy Dollars (\$1,470.00) per Employee per month for each employee who works eighty hours (80) or more in the month. ***Effective January 1st*** of each contract year, the Company will be

responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

B. Effective 1/1/2011, the EMPLOYER agrees to contribute up to \$1,602.00, per employee for this contract term.

C. Effective 1/1/2012, the EMPLOYER agrees to contribute up to \$1,762.20, per employee for this contract term.

D. Effective 1/1/2013, the EMPLOYER agrees to contribute up to \$1,938.42, per employee for this contract term.

E. Effective 1/1/2014, the EMPLOYER agrees to contribute up to up to \$2,132.26, per employee for this contract term.

Section 2

A. Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in ***Article XXII, Section 5.***

B. In addition, *effective 8/24/10*, the Company agrees to pay the current amount of Three Hundred Fifty Five Dollars and Twenty Seven cents (\$355.27) to the ***Teamsters Benefit Trust Retirement Security Plan (RSP)*** per employee per month for each employee who works eighty hours (80) or more in the month. The Company is responsible for the payment of Ninety-five Dollars and thirty cents (\$95.30) and the balance will be paid by the Employee through payroll deduction as described below.

C. If this amount is insufficient to maintain the level of benefits, the Company shall have the right to adjust the wages of the employees to offset excess costs for health & welfare and retirement security plan. However, at any time during this agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the ***TBT Plan 1*** as long as the coverage is equivalent to that provided by ***Plan 1***. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator. In the event of a change in the Plan, the ***Retirement Security Plan*** will remain intact.

D. "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

E. If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits, which would have been provided by such insurance coverage.

ARTICLE XV SICK LEAVE

Section 1

All full-time, regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. To qualify for five (5) days of paid sick leave the employee must submit an acceptable written form of doctor's excuse within one day of returning to work. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse will not be acceptable. The use of the five (5) days of sick leave for other than medical reasons will not result in disciplinary action. Language contained in *Article XV, Section 7*, of the current agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the workweek only. The anniversary date will be January 1st, each calendar year.

Section 2 – Unused Sick Leave

A. Unused sick leave shall be granted once each year to each full-time regular employee, in cash at the current daily rate in an amount not to exceed ten (10) days, or by mutual agreement by the Company and the employee as paid time off to be taken at a time mutually agreed upon. The cash payoff shall occur on the last pay period of December each year, at the effective rate.

B. Upon resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.

Section 3

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of *Section 2* of this Article.

Section 4 – On the Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. *See absentee policy (Section 7).*

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employees shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed, the employee's regular pay.

Section 7 - Absenteeism

- A.** It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time, and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.
- B.** If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.
- C.** Notification received from another employee, friend, or relative is not considered proper, except under emergency conditions.
- D.** If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.
- E.** An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.
- F.** Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.
 - 1.** The employee must report to his or her supervisor and disclose the reason for the absence or tardiness;
 - a.** If the supervisor accepts the reason as valid, no penalty will be imposed.

b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.

2. An employee who has two unexcused absences and/or tardiness will receive a verbal warning. A third unexcused absence or tardy will be cause for a first written warning letter. A fourth unexcused absence or tardy will be cause for second warning letter and a three day suspension. A fifth unexcused absence or tardy will be grounds for immediate termination.
3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled work day, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.

G. At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI LEAVE OF ABSENCE

Section 1 - Approved Leave

A. The Company shall comply with the provisions of the *Family Medical Leave* and the *Pregnancy Disability Act*.

B. All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C. Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months; provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D. An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.

E. A leave of absence as provided above shall not result in the loss of seniority rights.

F. After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based upon accrual. In the event that an employee has expended all accrued vacation during the FMLA leave, they may still use scheduled vacation on an unpaid basis provided it has been approved by management.

Section 2 - Effect of Vacation-Holidays

A. Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B. All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C. All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year.

D. All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period on ninety (90) days.

Section 3 - Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare Policy, or request discontinuance of his/her Health and Welfare before the leave is approved by the Company.

ARTICLE XVII UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms, including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A. The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B. No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A. The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B. Specifications of qualified boots are in the Company Rules and Regulations.

C. The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D. In addition, safety equipment, including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII GENERAL PROVISIONS

Section 1

A. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B. The Company does not utilize special pick-ups; employees are expected to pickup all refuse related to their assigned work.

C. The Company agrees to furnish a list of its employees to the Union upon demand.

D. Employees will be expected to keep the inside of the cab and hopper clean at all times.

E. If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F. Where the employee is required to take a physical examination, the company shall bear the cost of said examination unless it is otherwise covered by insurance.

Section 2 - Retraining

Any employee, who is suspended from work for disciplinary reasons relating to safety issues, may be offered, at the Company's discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 - Americans with Disabilities Act (ADA)

A. The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee if the accommodation is contrary to the terms of this agreement or a Supplement, Rider, or Appendix.

B. Further, the Union acknowledges that the Company's obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

ARTICLE XIX EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in *preventable* accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	within 12 months	Written Warning 3 days suspension w/o pay Corrective Measures
<i>Third Preventable Incident</i>	within 12 months	Written Warning 45-day suspension
<i>Fourth Preventable Incident</i>	within 12 months	Termination

A. Failure to immediately report any accident, property damage, or injury will be cause for immediate termination.

B. Any accident caused by gross negligence, willful misconduct, or actions that knowingly place someone at risk will be cause for immediate termination.

Section 2 - CORRECTIVE MEASURES ARE TO INCLUDE:

1. Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible causes/contributing factors.

2. Development of corrective action plan:

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

Section 3 - Safety

A. The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B. The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

Section 4 - Traffic Citations

A. If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: Completes treatment in the *Teamsters Assistance Program (TAP)*; would be used as needed in the pool in a helper position; the employee would lose their bid route; Employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B. If an employee is cited for driving under the influence he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the *DUI* citation or if the case is not dismissed by the 45th day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without pay.

ARTICLE XX FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral held outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

ARTICLE XXI JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/She cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift as possible, unless excused by the Company. If the employee

is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII PENSIONS

Section 1 - Company Contributions

A. The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from first compensable hour.

Section 2 - For employees covered under the Garbage Agreement.

Effective September 1, 2010, the Company shall contribute the monthly sum of Nine Hundred Eighty Six Dollars and Ten Cents (\$986.10) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Four Dollars and Eighty-nine Cents (\$4.89) per hour from the first compensable hour, plus Eighty-one Cents (\$0.81) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy Cents (\$5.70) per hour.

Effective September 1, 2011, the Company shall contribute the monthly sum of Nine Hundred Ninety Four Dollars and Seventy-five Cents (\$994.75) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Four Dollars and Ninety-four Cents (\$4.94) per hour from the first compensable hour, plus Eighty-one Cents (\$0.81) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy-five Cents (\$5.75) per hour.

Effective September 1, 2013, the Company shall contribute the monthly sum of One Thousand Twenty Dollars and Seventy Cents (\$1,020.70) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Five Dollars and Seven Cents (\$5.07) per hour from the first compensable hour, plus Eighty-three Cents (\$0.83) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Ninety Cents (\$5.90) per hour.

Effective September 1, 2014, the Company shall contribute the monthly sum of One Thousand Sixty Three Dollars and Ninety-five Cents (\$1063.95) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Five Dollars and Twenty-eight Cents (\$5.28) per hour from the first compensable hour, plus Eighty-seven Cents (\$0.87) per hour to fund *PEER/80* (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Fifteen Cents (\$6.15) per hour.

Section 3

A. Effective on the commencement date of this contract the Company will no longer pay the employees a \$1.00 per hour contribution to the Western Conference of Teamsters Pension Plan and then deduct it from their pay. The Company will pay the \$1.00 contribution directly to the Western Conference of Teamsters Pension Plan.

B. Under no circumstances shall the Company pay in excess of one hundred seventy-three (173) hours per month for any regular employee.

C. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

D. It is understood between the parties that all compensable hours include hours paid for but not worked such as vacation, paid sick leave, paid holiday, etc.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

Pension Protection Act language will not be effective until January 1, 2013.

Effective January 1, 2013, there shall be an additional increase of Fifteen (\$0.15) cents per hour and *Effective January 1, 2014*, there shall be an additional increase of Twenty-five (\$0.25) cents per hour to a maximum of 2,080 hours per covered employee per contract year thereafter during the term of the Agreement. In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act (PPA) or are mandated by the Fund Trustees (the “*required contributions*”), the Employer will comply with any and all legal obligations to commence making such additional required contributions subject to the following and the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Article XIV of this Agreement by the amount of the additional Employer contribution rate to the Pension Plan. The required

contributions needed to maintain the Fund shall be first allocated from the Fifteen (\$0.15) cents in **2013** and the Twenty-five (\$0.25) cents in **2014** increases and applied directly to the required contributions to the Fund. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

In no event shall pension contributions being reported to the Western Conference of Teamsters Pension Trust Fund be decreased.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund. If such allocation is no longer needed to satisfy the required contributions, the Fifteen (\$0.15) cents increase in **2013** and the Twenty-five (\$0.25) cents increase in **2014** will be reallocated to weekly pension amounts and if applicable all lump sum payments from employees' wages stopped after providing the Employer with thirty (30) days notice, subject to any future additional required contributions in maintaining the Fund.

Section 6 - Payments during Leave of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the board of Trustees.

Section 7 - Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 - Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund of behalf of the employees at the time payments are made.

Section 9 - P.E.E.R. 80 Program

The contributions required to provide the program for enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the *P.E.E.R. 80* must at all time be 16.5% of the basic contribution, and cannot be decreased or discontinued at any time.

ARTICLE XXIII COMPETITION WITH THE COMPANY

The Company and the Union agree that employees covered by this collective bargaining agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV DRUG AND ALCOHOL POLICY

Section 1

A. The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B. In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident, and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C. It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during company time, while on company premises, while operating company equipment, or while under the authority of the Company is strictly prohibited.

D. Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E. This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend, or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F. Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they receive at the time of hire.

AGREED UPON BY THE UNDERSIGNED PARTIES

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 30th day of May, 2012.

Allied Waste Services
of Contra Costa County

International Brotherhood of
Teamsters Local No. 315

Michael Caprio Dee Robinson
NAME NAME

Area President See Treasurer
TITLE TITLE
Ludymila Mario H. Martinez
NAME NAME

General manager Business Agent
TITLE TITLE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ALLIED WASTE SERVICES, INC.
D/b/a Allied Waste Services of Contra Costa County**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL 315**

Garbage Collection Unit

August 24, 2010 to August 24, 2015



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ARTICLE I PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into this ____ day of May, 2012 between Allied Waste Services, Inc. d/b/a Allied Waste Services of Contra Costa County, hereinafter referred to as the Company, and the International Brotherhood of Teamsters, Local No. 315, hereinafter referred to as the Union.

Section 2

This Agreement shall become effective August 24th, 2010, and shall continue in full force and effect until August 24th, 2015, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall service notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III UNION MEMBERSHIP

Section 1

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (I) becoming a member

in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union or (iii) paying a service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures; provided that the employees choosing this option shall notify the union in writing.

Section 2 -Hiring

A. Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.

B. When the Company requires the hiring of additional permanent employees under this Agreement, such employment opportunities will be filled by qualified employees from the Recycling Unit by seniority.

Section 3 -Payroll Deduction

A. Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, (2) allotments to be made to a credit union as identified in the authorization, and (3) contributions to DRIVE. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Ave. P.O. Box 3010, Martinez, Ca 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B. Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

C. Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV MANAGEMENT RIGHTS

Section 1 - Reservation of Management Rights

The Company reserves and retains solely and exclusively, all of its normal, inherent and common law rights to manage the business, whether exercised or not,

as such rights existed prior to the time any Union became the bargaining representative.

Section 2 - Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct, and control operations; to establish work and quality standards; to perform periodic evaluations of employee; job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and from time to time, re-determine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes, and means of productions; the right to hire, select, transfer, promote, suspend, and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority, because of lack of work or other legitimate reasons.

Section 3 - Recognition of Management Rights

A. The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations subject only to the express provisions of this Agreement.

B. The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 4 - Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any disputes under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V

UNION REPRESENTATIVE AND BULLETIN BOARDS

Section - 1

An accredited representative of the Union may visit the Company's facility during normal business hours at the representative's own risk and with the advance approval of the General Manager or his/her designated representative, provided that such approval will not be unreasonably withheld, to adjust disputes, investigate working conditions under the contract, and to ascertain that the Agreement is being adhered to. Any accredited representative of the Union desiring to visit the facility shall give reasonable advance notice to the General Manager or his/her designee.

Section - 2

The purpose of the accredited representative's visit shall be limited to investigating and/or presenting grievances. Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative; if he/she is not available such representative shall not interfere in any way with or interrupt the operation of the Company's business, nor cause any lost time by employees during such visit. No employee shall conduct Union business or meet with any representative of the Union while on Company time. Any accredited representative of the union availing him/her of these access rights shall be subject to losing such rights for violations of this provision of the contract. Any dispute arising under this provision shall be referred directly to arbitration pursuant to *Article XIII* of the Agreement unless otherwise mutually agreed.

Section - 3

A. Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of Union activities.

B. An employee must be at work, rather than on disability or other extended period of absence, in order to act as shop steward.

C. Specific functions and rules for Stewards mutually agreed upon between the Union and the Company is to be posted at each location.

Section - 4

A. The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting of Official Union notices and a seniority list updated by the Company every six months.

B. The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 - Official Union Seniority

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI NO STRIKES

A. There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, or honoring a picket line except as described herein during the term of this Agreement by the union, its officers, agents and members, or by the employees.

B. The Union agrees that it will not authorize, ratify, or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents, and representatives will make very good faith effort to end such activity.

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7 at any property other than an Allied Waste property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII WAGES AND HOURS

Section 1 - Wages

The wages listed below shall be effective August 24th and March 1st of each contract year.

All *	Current	8/24/10	3/1/11	8/24/11	3/1/12	8/24/12	3/1/13	8/24/13	3/1/14	8/24/14	3/1/15
Drivers	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63
Working Foreman	30.18	30.68	31.08	31.48	31.93	32.38	32.83	33.33	33.83	34.23	34.63
Helpers	28.80	29.30	29.70	30.10	30.55	31.00	31.45	31.95	32.45	32.85	33.25
Casual	25.49	25.99	26.39	26.79	27.24	27.69	28.14	28.64	29.14	29.54	29.94
Front End Loader	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63
Box Truck Driver	29.62	30.12	30.52	30.92	31.37	31.82	32.27	32.77	33.27	33.67	34.07
Sweeper	29.18	29.68	30.08	30.48	30.93	31.38	31.83	32.33	32.83	33.23	33.63

* The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 - Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 - Working Foreperson

The working foreperson is precluded from testifying against fellow Union members in arbitration cases which involve route standard based discipline. The Company and Union agree to stipulate to the admissibility of all confirmed route standard related documents (evidence) prepared by the working foreperson. Both parties may mutually agree to the working foreperson testifying at a disciplinary hearing.

Section 4 - Bargaining Unit Work

The Company will not contract bargaining unit work. Temporary employees may be used in cases of staffing shortages or emergencies. The Company will not use temporary employees to diminish the collective bargaining unit.

Section 5 - Starting Times

A. The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B. The Company shall have the exclusive right to establish and, from time to time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.

C. No employee will be permitted to start work prior to his scheduled starting time without the expressed permission of his dispatcher.

Section 6 - Hours

A. All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1 ½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days.

B. The regular workday for all employees shall be eight and one-half (8 ½) hours per day and forty (40) hours per week with a one-half (1/2) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken half-way through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half hours (8 ½) hours of work.

C. In order to lessen fatigue, all Drivers must take an uninterrupted meal period of at least thirty (30) minutes each day. All Drivers must sign the Company's Driver Meal Period Acknowledgment Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.

D. Garbage drivers shall be allowed to go home after completion of their route unless the Company at its discretion requires that they assist in running other routes or in performing other work covered by this Agreement. In the event that garbage drivers are required to assist the running of other routes, those drivers will

be paid at a rate of time and one-half (1½) for worked performed on the reassigned route. The Company will pay reassignment when the driver is redirected from the normal path of his/her route. *Example:* A driver would normally dump at a transfer station anyway. Their reassignment would commence when they leave the transfer station in route to the reassigned area. The Company will attempt to spread such additional work among all garbage drivers.

E. Nothing in this article, section, or anywhere in this collective bargaining agreement, shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations

Section 7 - Casuals

A. The Company may hire up to five (5) casual employees in order to cover employee absences and to handle temporary increases in the work load. Individuals hired on a casual basis will be paid 85% of the full helper rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee. Casual employees cannot work for a period of over six (6) consecutive months.

B. With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. Casual employees are guaranteed eight (8) hours for each day worked, but are not guaranteed forty (40) hours per week.

C. If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D. A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 8 - Higher Wages

A. An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this agreement.

B. Employees who start work at 12:00 noon or thereafter shall receive twenty-five cents (0.25) per hour over scale.

Section 9 - Overtime

A. Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B. Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.

C. Employees called for work on Sunday, to perform route work, shall be guaranteed eight (8) hours pay at the rate of double (2) time.

D. Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours the employee will be guaranteed eight (8) hours pay.

E. Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.

F. If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.

G. To be compensable, overtime must be worked in accordance with the Company's assignment or prior authorization. Employees who feel overtime is needed to complete their routes shall request prior authorization from the Company. Such authorization may be secured by a telephone call to the Company if the employee is not on the company's premises. Such call for overtime authorization will be made by the employee at least one (1) hour prior to the employee's regular quitting time. Failure to secure such prior authorization will result in the denial of payment for overtime worked.

Section 10 - Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid by the next pay period.

Section 11 - Helper

A. It is understood that a helper shall drive a truck upon which he/she is working over the route assigned insofar as such driving is necessary to best carry out the work then being done by him/her and the regular driver of said truck.

B. A helper that assumes the driver's responsibility in his/her absence, i.e., vacation, illness, failure to report to work, injury, or emergency, will receive driver's pay for hours worked as a driver that day.

Section 12 - Cost of Living

There shall be no cost-of-living increases for the duration of this Agreement.

ARTICLE VIII VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2

A. Vacation pay shall be computed at ten percent (10%) over and above the employee's normal rate of pay. His/Her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

B. It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.

C. However, employees eligible for two (2) weeks vacation or more may at their option designate their final week as an optional vacation week and upon request be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.

Section 3 - Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section - 4

A. All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

B. Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C. Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 - Vacation Selection Procedure

A. The vacation schedule shall be posted by December 1st of the year preceeding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.

B. Vacations must be taken in no less than one week increments.

C. The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 - Holiday Falling during Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

ARTICLE IX HOLIDAYS

A. The following days have been agreed upon as holidays:

**New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
One (1) floating holiday**

**Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Employees Birthday
Easter Sunday**

There shall be twelve (12) paid holidays when not worked as follows: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Easter Sunday, Employee's individual Birthday, and one (1) floating holiday.

B. These twelve (12) days shall be paid at the rate of eight hours straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2 ½) for all hours worked.

C. The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company's approval.

D. The Employee's individual birthday shall be considered and treated as a national holiday and, if worked, employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E. An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F. New employees shall not become eligible for the Birthday holiday or the Floating holiday until they have completed one-hundred twenty-six days (126) days of service in the garbage contract. The floating holiday shall be taken at date mutually agreed upon between the Company and the employees.

G. Employee's Birthday shall be treated as any other holiday except when employee's birthday falls on another holiday Monday through Friday, he/she will receive two (2) days pay for the holiday and will not be allowed to work.

H. The Company and the Union recognize there may be a slackness of work on holidays. A sign up list will be posted three (3) days prior to a holiday for those who want to volunteer to stay home. Senior employees will get first priority in layoffs. Unless otherwise instructed by the dispatcher, the bottom four by seniority allowed to stay home on a holiday must call dispatch one hour before their normal start time the morning of the holiday for possible assignment.

ARTICLE X SENIORITY

Section 1 - Seniority

In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety-day and twelve-month requirement) to continue or terminate the employee. Seniority shall commence on

completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

Section 2 - Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Each morning all open routes will be bid by seniority up to ten (10) minutes of the start times. Employee must be qualified on the equipment. The qualifications requirements and rate of pay for job openings shall be posted for five (5) working days. All routes will be posted for bid whenever a permanent vacancy occurs. A permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Section 3 - Lay-off

In reducing the work force due to slackness of work, the last employee hired shall be the first employee laid off and in rehiring the last employee laid off shall be the first employee rehired. Senior, qualified, capable employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

Section 4 - Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition shall be offered to regular full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available.

Section 5 - Qualifications

The company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. The Company will not disqualify an employee from such bid except for just cause. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of twelve (12) months except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 - Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referred above. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Employees that bid into the garbage unit become permanent employees and cannot move back down into the Recycling Agreement. Qualified recycling employees will move up into

the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Section 7 - Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

Section 8 - Seniority List

Valley Waste Management Employees and Pleasant Hill Bayshore employees will maintain separate seniority lists.

ARTICLE XI DISCIPLINE AND DISCHARGE

Section 1

The Company may discharge or suspend an employee for just cause provided that no employee shall be discharged or suspended without first receiving progressive discipline, which must consist of at least one warning letter. No prior warnings shall be necessary for either discharge or suspension if the cause of discharge or suspension is:

- a.* Insubordination.
- b.* Theft.
- c.* Proven dishonesty relating to the employee's job duties.
- d.* Falsification of time records, driver logs, or other official documents.
- e.* Misappropriation or unauthorized use of Company property or the property of customers.
- f.* Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third party individuals while on duty or while in a Company-owned or leased vehicle.
- g.* Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.

- h.* Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company drug and alcohol policy.

Section 2 - Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. During the period of investigation, the employee shall remain on the job.

Section 3 - Union Notification

A. No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than six (6) months. A copy of such warning letter(s) shall be sent to the Union (shop steward or business agent of the local) at or about the time it is given to the employee.

B. The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 - Employee Investigation

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 - Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 - Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of *Article X* apply to terminations.

Section 7 - Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees, involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance procedure, unless otherwise mutually agreed.

Step 1 In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree in writing to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance-filing period shall be extended until proper notice has been given.

Step 2 The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 In the event the grievance isn't resolved, the parties agree that either party may request grievance mediation to take place at a mutually agreed upon time not to exceed twenty (20) days following the last grievance meeting, unless such time limits are extended by mutual agreement between the parties. The grievance mediation will be conducted by the Federal Mediation and Conciliation Service. The mediator will issue an Advisory Opinion at the end of the mediation session which shall not be binding on the parties and which may not be introduced in any arbitration proceeding.

Step 4 If neither party requests grievance mediation then in order to proceed to arbitration the Union must request arbitration within five (5) calendar days of the decision in *Step 2*. If either party requests grievance mediation then the Union must request arbitration within five (5) calendar days of the mediator's advisory decision.

ARTICLE XIII ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement upon selection of an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days from the date of the request or agreement to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of arbitrator's names from which to select an arbitrator. The parties shall then alternate striking in sequence until only one name remains. The person whose name remains on the list shall be the arbitrator. If the arbitrator that is selected cannot hear the case within 60 days after being selected, either side may request a second list from the FMCS unless the parties agree to an alternative arbitrator. Upon the receipt of the second list the same procedure for selecting the arbitrator shall be followed, except that parties will accept the earliest date of designated arbitrator is available and on which the parties can mutually agree.

Section 2 Jurisdiction of the arbitrator is limited to:

- a.* The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provisions of this Agreement and
- b.* The rendition of a decision or award which is not retroactive to a date preceding the time of the events giving rise to the grievances and
- c.* The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based and

- a. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other; and the arguments presented in the written briefs, if any and
- b. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of this case.

ARTICLE XIV HEALTH AND WELFARE

Section 1

A. Effective 8/24/10, the Company agrees to utilize **Teamsters Benefit Trust Plan 1** (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of **TBT Plan 1** which is of One Thousand Four Hundred Seventy Dollars (\$1,470.00) per Employee per month for each employee who works eighty hours (80) or more in the month. *Effective January 1st* of each contract year, the Company will be

responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

B. Effective 1/1/2011, the EMPLOYER agrees to contribute up to \$1,602.00, per employee for this contract term.

C. Effective 1/1/2012, the EMPLOYER agrees to contribute up to \$1,762.20, per employee for this contract term.

D. Effective 1/1/2013, the EMPLOYER agrees to contribute up to \$1,938.42, per employee for this contract term.

E. Effective 1/1/2014, the EMPLOYER agrees to contribute up to up to \$2,132.26, per employee for this contract term.

Section 2

A. Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in ***Article XXII, Section 5.***

B. In addition, *effective 8/24/10*, the Company agrees to pay the current amount of Three Hundred Fifty Five Dollars and Twenty Seven cents (\$355.27) to the ***Teamsters Benefit Trust Retirement Security Plan (RSP)*** per employee per month for each employee who works eighty hours (80) or more in the month. The Company is responsible for the payment of Ninety-five Dollars and thirty cents (\$95.30) and the balance will be paid by the Employee through payroll deduction as described below.

C. If this amount is insufficient to maintain the level of benefits, the Company shall have the right to adjust the wages of the employees to offset excess costs for health & welfare and retirement security plan. However, at any time during this agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the ***TBT Plan 1*** as long as the coverage is equivalent to that provided by ***Plan 1***. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator. In the event of a change in the Plan, the ***Retirement Security Plan*** will remain intact.

D. "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

E. If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits, which would have been provided by such insurance coverage.

ARTICLE XV SICK LEAVE

Section 1

All full-time, regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. To qualify for five (5) days of paid sick leave the employee must submit an acceptable written form of doctor's excuse within one day of returning to work. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse will not be acceptable. The use of the five (5) days of sick leave for other than medical reasons will not result in disciplinary action. Language contained in *Article XV, Section 7*, of the current agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the workweek only. The anniversary date will be January 1st, each calendar year.

Section 2 – Unused Sick Leave

A. Unused sick leave shall be granted once each year to each full-time regular employee, in cash at the current daily rate in an amount not to exceed ten (10) days, or by mutual agreement by the Company and the employee as paid time off to be taken at a time mutually agreed upon. The cash payoff shall occur on the last pay period of December each year, at the effective rate.

B. Upon resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.

Section 3

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of *Section 2* of this Article.

Section 4 – On the Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. *See absentee policy (Section 7).*

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employees shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed, the employee's regular pay.

Section 7 - Absenteeism

A. It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time, and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B. If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C. Notification received from another employee, friend, or relative is not considered proper, except under emergency conditions.

D. If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E. An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.

F. Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness;

a. If the supervisor accepts the reason as valid, no penalty will be imposed.

b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.

2. An employee who has two unexcused absences and/or tardiness will receive a verbal warning. A third unexcused absence or tardy will be cause for a first written warning letter. A fourth unexcused absence or tardy will be cause for second warning letter and a three day suspension. A fifth unexcused absence or tardy will be grounds for immediate termination.
3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled work day, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.

G. At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI LEAVE OF ABSENCE

Section 1 - Approved Leave

A. The Company shall comply with the provisions of the *Family Medical Leave* and the *Pregnancy Disability Act*.

B. All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C. Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months; provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D. An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.

E. A leave of absence as provided above shall not result in the loss of seniority rights.

F. After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based upon accrual. In the event that an employee has expended all accrued vacation during the FMLA leave, they may still use scheduled vacation on an unpaid basis provided it has been approved by management.

Section 2 - Effect of Vacation-Holidays

A. Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B. All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C. All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year.

D. All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period on ninety (90) days.

Section 3 - Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare Policy, or request discontinuance of his/her Health and Welfare before the leave is approved by the Company.

ARTICLE XVII UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms, including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A. The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B. No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A. The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B. Specifications of qualified boots are in the Company Rules and Regulations.

C. The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D. In addition, safety equipment, including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII GENERAL PROVISIONS

Section 1

A. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B. The Company does not utilize special pick-ups; employees are expected to pickup all refuse related to their assigned work.

C. The Company agrees to furnish a list of its employees to the Union upon demand.

D. Employees will be expected to keep the inside of the cab and hopper clean at all times.

E. If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F. Where the employee is required to take a physical examination, the company shall bear the cost of said examination unless it is otherwise covered by insurance.

Section 2 - Retraining

Any employee, who is suspended from work for disciplinary reasons relating to safety issues, may be offered, at the Company's discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 - Americans with Disabilities Act (ADA)

A. The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee if the accommodation is contrary to the terms of this agreement or a Supplement, Rider, or Appendix.

B. Further, the Union acknowledges that the Company's obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

ARTICLE XIX EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in *preventable* accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	within 12 months	Written Warning 3 days suspension w/o pay Corrective Measures
<i>Third Preventable Incident</i>	within 12 months	Written Warning 45-day suspension
<i>Fourth Preventable Incident</i>	within 12 months	Termination

A. Failure to immediately report any accident, property damage, or injury will be cause for immediate termination.

B. Any accident caused by gross negligence, willful misconduct, or actions that knowingly place someone at risk will be cause for immediate termination.

Section 2 - CORRECTIVE MEASURES ARE TO INCLUDE:

1. Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible causes/contributing factors.

2. Development of corrective action plan:

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

Section 3 - Safety

A. The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B. The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

Section 4 - Traffic Citations

A. If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: Completes treatment in the *Teamsters Assistance Program (TAP)*; would be used as needed in the pool in a helper position; the employee would lose their bid route; Employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B. If an employee is cited for driving under the influence he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the *DUI* citation or if the case is not dismissed by the 45th day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without pay.

ARTICLE XX FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral held outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

ARTICLE XXI JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/She cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift as possible, unless excused by the Company. If the employee

is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII PENSIONS

Section 1 - Company Contributions

A. The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from first compensable hour.

Section 2 - For employees covered under the Garbage Agreement.

Effective September 1, 2010, the Company shall contribute the monthly sum of Nine Hundred Eighty Six Dollars and Ten Cents (\$986.10) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Four Dollars and Eighty-nine Cents (\$4.89) per hour from the first compensable hour, plus Eighty-one Cents (\$0.81) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy Cents (\$5.70) per hour.

Effective September 1, 2011, the Company shall contribute the monthly sum of Nine Hundred Ninety Four Dollars and Seventy-five Cents (\$994.75) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Four Dollars and Ninety-four Cents (\$4.94) per hour from the first compensable hour, plus Eighty-one Cents (\$0.81) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy-five Cents (\$5.75) per hour.

Effective September 1, 2013, the Company shall contribute the monthly sum of One Thousand Twenty Dollars and Seventy Cents (\$1,020.70) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Five Dollars and Seven Cents (\$5.07) per hour from the first compensable hour, plus Eighty-three Cents (\$0.83) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Ninety Cents (\$5.90) per hour.

Effective September 1, 2014, the Company shall contribute the monthly sum of One Thousand Sixty Three Dollars and Ninety-five Cents (\$1063.95) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month the Company shall contribute Five Dollars and Twenty-eight Cents (\$5.28) per hour from the first compensable hour, plus Eighty-seven Cents (\$0.87) per hour to fund ***PEER/80*** (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Fifteen Cents (\$6.15) per hour.

Section 3

A. Effective on the commencement date of this contract the Company will no longer pay the employees a \$1.00 per hour contribution to the Western Conference of Teamsters Pension Plan and then deduct it from their pay. The Company will pay the \$1.00 contribution directly to the Western Conference of Teamsters Pension Plan.

B. Under no circumstances shall the Company pay in excess of one hundred seventy-three (173) hours per month for any regular employee.

C. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

D. It is understood between the parties that all compensable hours include hours paid for but not worked such as vacation, paid sick leave, paid holiday, etc.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

Pension Protection Act language will not be effective until January 1, 2013.

Effective January 1, 2013, there shall be an additional increase of Fifteen (\$0.15) cents per hour and ***Effective January 1, 2014***, there shall be an additional increase of Twenty-five (\$0.25) cents per hour to a maximum of 2,080 hours per covered employee per contract year thereafter during the term of the Agreement. In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act (PPA) or are mandated by the Fund Trustees (the “*required contributions*”), the Employer will comply with any and all legal obligations to commence making such additional required contributions subject to the following and the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Article XIV of this Agreement by the amount of the additional Employer contribution rate to the Pension Plan. The required

contributions needed to maintain the Fund shall be first allocated from the Fifteen (\$0.15) cents in **2013** and the Twenty-five (\$0.25) cents in **2014** increases and applied directly to the required contributions to the Fund. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

In no event shall pension contributions being reported to the Western Conference of Teamsters Pension Trust Fund be decreased.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund. If such allocation is no longer needed to satisfy the required contributions, the Fifteen (\$0.15) cents increase in **2013** and the Twenty-five (\$0.25) cents increase in **2014** will be reallocated to weekly pension amounts and if applicable all lump sum payments from employees' wages stopped after providing the Employer with thirty (30) days notice, subject to any future additional required contributions in maintaining the Fund.

Section 6 - Payments during Leave of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the board of Trustees.

Section 7 - Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 - Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund of behalf of the employees at the time payments are made.

Section 9 - P.E.E.R. 80 Program

The contributions required to provide the program for enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the *P.E.E.R. 80* must at all time be 16.5% of the basic contribution, and cannot be decreased or discontinued at any time.

ARTICLE XXIII COMPETITION WITH THE COMPANY

The Company and the Union agree that employees covered by this collective bargaining agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV DRUG AND ALCOHOL POLICY

Section 1

A. The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B. In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident, and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C. It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during company time, while on company premises, while operating company equipment, or while under the authority of the Company is strictly prohibited.

D. Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E. This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend, or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F. Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they receive at the time of hire.

AGREED UPON BY THE UNDERSIGNED PARTIES

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 30th day of May, 2012.

Allied Waste Services
of Contra Costa County

International Brotherhood of
Teamsters Local No. 315

Michael Caprio Dee Robinson
NAME NAME

Area President See Treasurer
TITLE TITLE
Timothy M. Bitt Mario H. Martinez
NAME NAME

General manager Business Agent
TITLE TITLE

Exhibit R
Performance bond

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EXHIBIT R PERFORMANCE BOND

KNOW ALL BY THESE PRESENT:

WHEREAS the Central Contra Costa Solid Waste Authority (hereinafter designated as the "OBLIGEE") has awarded to _____ (hereinafter designated as the "PRINCIPAL") a contract for the _____, which contract, dated _____, and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (hereinafter designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the OBLIGEE, in the penal sum of _____ dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bound PRINCIPAL, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and if and as the Contract is amended by means of a written amendment executed by PRINCIPAL and OBLIGEE, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, its officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the OBLIGEE in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

And the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the Contract documents, as defined therein, shall in any way affect the SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the

CCCSWA/Allied Waste Services, Inc.

Contract or to the work or to the specifications; provided, however, that notwithstanding the above, SURETY shall have available to it any and all defenses that the PRINCIPAL may have that arise from terms and provisions of the Contract, as it may be amended by agreement of the PRINCIPAL and OBLIGEE from time to time, in any action to enforce this undertaking.

And the SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2014 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

Exhibit S
Transfer and Disposal Services

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EXHIBIT S

TRANSFER AND DISPOSAL SERVICES

1. Overview of SCOPE OF SERVICES

- A. Transfer Station Services.** Contractor shall Deliver to, receive at, and Accept at the Approved Transfer Station all Solid Waste and Organic Materials Collected in the Service Area by Contractor. Contractor shall safely and lawfully Transfer: (i) all Solid Waste and prepare for Transport to the Approved Disposal Facility; (ii) all Residential Organic Materials and Commercial Green Materials and prepare for Transport to the Approved Organic Materials Processing Facility; and (iii) all Commercial Food Waste and prepare for Transport to the Designated Anaerobic Digestion Facility. Upon commencement of High Diversion Services if implemented during the Term, Contractor shall also safely and lawfully Transfer Commercial and Multi-Family Mixed Materials (which are targeted for High Diversion Processing) and prepare for Transport to the Approved High Diversion Processing Facility.
- B. Transport.** Contractor shall safely and lawfully Transport: (i) all Solid Waste from the Approved Transfer Station to the Approved Disposal Facility; (ii) all Residential Organic Materials and Commercial Green Materials from the Approved Transfer Station to the Approved Organic Materials Processing Facility; and (iii) all Commercial Food Waste from the Approved Transfer Station to the Designated Anaerobic Digestion Facility, following Processing activities required by Section 6.1.4 of the Agreement. Contractor shall Transport materials in Contractor-provided Transfer Vehicles. Upon commencement of High Diversion Services if implemented during the Term, Contractor shall also Transport Commercial and Multi-Family Mixed Materials (which are targeted for High Diversion Processing) to the Approved High Diversion Processing Facility.
- C. Solid Waste Disposal.** At the Approved Disposal Facility, Contractor shall receive, Accept, and safely and lawfully Dispose of Solid Waste Collected in the Service Area by Contractor and Delivered to the Approved Disposal Facility from the Approved Transfer Station.
- D. Capacity.** Contractor warrants that as of the Commencement Date it has Landfill capacity at the Approved Disposal Facility to Dispose of CCCSWA's Solid Waste throughout the Term and that it shall maintain that capacity through the Term. Contractor warrants that as of the Commencement Date it has Transfer Station capacity at the Approved Transfer Station to receive and Transfer the CCCSWA's Solid Waste and Organic Materials throughout the Term and that it shall maintain that Transfer Station capacity through the Term. If Contractor fails to provide the capacity needed to fulfill its obligation, the CCCSWA may assess Liquidated Damages for each Ton of the CCCSWA's Solid Waste, Organic Materials, or Mixed Materials (if High Diversion Services are implemented) that the Contractor does not Accept in accordance with Section 14.9.

2. PERMITS

- A. Securing Permits.** Contractor shall obtain and maintain, at Contractor's sole cost, all Permits required under Applicable Law to perform Services. Contractor shall provide CCCSWA copies of Permits for the Approved Facilities, and shall demonstrate compliance with the terms and

conditions of Permits within ten (10) Days of CCCSWA request. In its monthly report or more frequently, as necessary, Contractor shall inform CCCSWA of Contractor's status of securing the issuance, revision, modification, extension or renewal of Permits including those at its or an Affiliate's Approved Facilities. Within ten (10) Days following CCCSWA's request, Contractor shall provide the CCCSWA with copies of any applications or other correspondence that the Contractor submits in connection with securing Permits.

- B. Complying with Permits.** Contractor shall comply with all Permits, including any mitigation measures related to the operation and maintenance of the Approved Facilities at no additional cost to the City. Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of Permits or failure to obtain Permits.

3. FACILITY OPERATIONS

- A. Approved Transfer Station.** Contractor shall provide Transfer services at the Approved Transfer Station in accordance with Applicable Laws and regulations, Standard Industry Practice, due diligence and specification, and other requirements of this Agreement. In addition, Contractor shall comply with the following service specifications:

- (1) Operating, managing, and maintaining the Approved Transfer Station including all buildings, scales, roads, utilities, equipment, and other Facility requirements.
- (2) Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations and maintenance.
- (3) Operating and maintaining the scale house and scale system and weighing Franchised Materials Delivered to the Approved Facilities by Contractor in accordance with Section 6.19 of the Agreement.
- (4) Directing on-site traffic to appropriate unloading areas in accordance with Section 7 of this Exhibit and providing a safe working environment for Approved Transfer Station users, visitors, and employees including Section 8.
- (5) Accepting Franchised Materials Delivered by Contractor from the Service Area.
- (6) Safely managing the Franchised Materials Accepted at the Approved Transfer Station, including, but not limited to, meeting requirements of Section 8 of this Exhibit.
- (7) Implementing an Unpermitted Materials and Hazardous Substance screening, identification, and prevention protocol. Contractor shall not knowingly Deliver Unpermitted Materials to the Approved Facility(ies) or Designated Facilities.
- (8) Managing Recovered Materials in a manner compliant with AB 939 to ensure that the CCCSWA shall benefit from Diversion credit for that material.
- (9) Grinding Commercial Food Waste Delivered by Contractor from the CCCSWA Service Area to meet the specifications provided in Section 6.1.4 of the Agreement.

- (10) Loading materials into Transfer Vehicles and using its reasonable efforts to ensure that Transfer Vehicles do not exceed legal road limits.
- (11) Transferring Solid Waste received from the CCCSWA Service Area to the Approved Disposal Facility.
- (12) Transferring Residential Organic Materials and Commercial Green Materials received from the CCCSWA Service Area directly to the Approved Organic Materials Processing Facility. Contractor shall not dispose of Organic Materials.
- (13) Transferring Commercial Food Waste received from the Service Area to the Designated Anaerobic Digestion Facility, following pre-Processing activities required by Section 6.1.4.B of the Agreement.

B. Approved Disposal Facility. Contractor shall provide Disposal services at the Approved Disposal Facility in accordance with Applicable Laws and regulations, Standard Industry Practice, due diligence and specification, and other requirements of this Agreement. In addition, Contractor shall comply with the following service specifications:

- (1) Operating, managing and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement and compaction of daily cover, intermediate cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;
- (2) Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations, Closure, Post-Closure, and environmental monitoring;
- (3) Operating, maintaining, and managing leachate and landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required Facility elements;
- (4) Accepting Delivery of Solid Waste from the Approved Transfer Station;
- (5) Operating and maintaining the scale house and scale system and weighing Solid Waste Delivered from the Approved Transfer Station in accordance with Section 6.19 of the Agreement;
- (6) Directing on-site traffic to appropriate unloading areas in accordance with Section 7 and providing a safe working environment for Approved Disposal Facility users, visitors, and employees including Section 8;
- (7) Safely managing the Solid Waste Accepted at the Approved Disposal Facility, including, but not limited to, meeting requirements of Section 8 of this Exhibit;
- (8) Implementing an Unpermitted Materials and Hazardous Substance screening, identification, and prevention protocol. Contractor shall not knowingly place Unpermitted Materials in the fill area of the Approved Disposal Facility;

- (9) Abstaining from use of the CCCSWA's Solid Waste, Organic Materials, or Mixed Materials for Beneficial Reuse Purposes unless Contractor receives prior written approval from the CCCSWA.

4. REJECTION OF UNPERMITTED WASTE

- A. Inspection.** Contractor shall use Standard Industry Practices to detect and reject Unpermitted Waste in a uniform manner and shall not knowingly Accept Unpermitted Waste at the Approved Transfer Station and Approved Disposal Facility. Contractor shall comply with the inspection procedure contained in its Permit requirements. Contractor shall promptly modify that procedure to reflect any changes in Permits or Applicable Law.
- B. Unpermitted Wastes Handling and Costs.** Contractor shall arrange for or provide handling, transportation, and delivery to a Recycling facility, incinerator, or landfill permitted in accordance with Applicable Law of all Unpermitted Wastes detected at the Approved Transfer Station and Approved Disposal Facility. Contractor is solely responsible for making those arrangements or provisions and for all costs thereof, subject to the remedies available under Section 4.C below.
- C. Remedies for Rejected Materials.** If Unpermitted Waste is delivered to an Approved Facility, Contractor shall be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Unpermitted Waste to the Approved Facility.

If Contractor identifies Unpermitted Waste Delivered to the Approved Transfer Station by Contractor from the Service Area, Contractor shall notify the CCCSWA and, in accordance with Section 4.D below, shall collect, transport and Recycle or Dispose of that Unpermitted Waste and/or remediate any contamination resulting there from at Contractor's expense. Upon notification by Contractor, CCCSWA shall have the option to require Contractor to Recycle or Dispose of the Unpermitted Waste and/or remediate any contamination resulting there from.

5. DAYS AND HOURS OF OPERATION

- A. Approved Transfer Station.** Contractor shall operate the Approved Transfer Station for the receipt of the CCCSWA's Solid Waste, Organic Materials, and Mixed Materials in accordance with the days and hours of operation set forth below. At a minimum, Contractor shall Accept Solid Waste, Organic Materials, and Mixed Materials Monday through Friday from 7:00 a.m. to 3:30 p.m. and 7:00 a.m. to 1:30 p.m. on Saturdays. Contractor may not reduce the hours or total number of hours for Acceptance of CCCSWA's Solid Waste, Organic Materials, and Mixed Materials without prior written approval of the CCCSWA except for reductions required by a change in a Permit subsequent to the Commencement Date. Contractor shall use every effort possible to provide the CCCSWA a minimum of sixty (60) Days written notice of such an anticipated modification.
- B. Approved Disposal Facility.** Contractor shall operate the Approved Disposal Facility for the receipt of the CCCSWA's Solid Waste in accordance with the days and hours of operation set forth below. At a minimum, Contractor shall Accept Solid Waste Monday through Friday from 7:00 a.m. to 3:30 p.m. and 7:00 a.m. to 3:30 p.m. on Saturdays. Contractor may not reduce the hours or total number of hours for Acceptance of CCCSWA's Solid Waste without prior written

approval of the CCCSWA except for reductions required by a change in a Permit subsequent to the Commencement Date. Contractor shall use every effort possible to provide the CCCSWA a minimum of sixty (60) Days written Notice of such an anticipated modification.

6. EQUIPMENT AND SUPPLIES

Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, and other consumables as appropriate and necessary to operate the Approved Transfer Station and Approved Disposal Facility and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment at its own cost and expense.

7. TRAFFIC CONTROL AND DIRECTION

Contractor shall construct and maintain all roads at the Approved Transfer Station and Approved Disposal Facility required for vehicles Delivering the CCCSWA's Solid Waste, Organic Materials, and Mixed Materials to safely and efficiently access and use these Approved Facilities. Contractor shall direct on-site traffic to appropriate unloading areas and provide a safe working environment for Approved Facility users, visitors, and employees. Contractor shall provide necessary signs and personnel to assist drivers to proper unloading areas. Contractor shall maintain all signs at the Approved Facilities in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of Persons using the Approved Facilities and to facilitate safe and efficient traffic flow at the Approved Facilities.

8. SAFETY

The Contractor shall conduct the operations of the Approved Facilities in a safe manner, in accordance with Applicable Law and insurance requirements provided in Article 13.

9. ALTERNATIVE FACILITIES

If Contractor does not Transfer or Dispose of CCCSWA's Solid Waste, Organic Materials, or Mixed Materials at the Approved Transfer Station and/or Approved Disposal Facility for reasons other than Uncontrollable Circumstances, then following CCCSWA approval given in the CCCSWA's sole discretion, Contractor shall (i) perform services at another Disposal and/or Transfer Facility owned by it or an Affiliate at a price not to exceed the per-Ton rates established pursuant to Exhibit D, including any additional transportation costs incurred in Delivering the CCCSWA's Solid Waste, Organic Materials, or Mixed Materials to the other Disposal and/or Transfer Facility; or, (ii) arrange for the CCCSWA's Solid Waste, Organic Materials, or Mixed Materials to be Transferred or Disposed of at another Transfer or Disposal facility not owned by it or an Affiliate, in which case Contractor shall pay any difference in the fees charged at that Transfer or Disposal facility plus any additional transportation costs incurred in Delivering materials to the other facility, and the charges thereat.

If Contractor does not Transfer or Dispose of the CCCSWA's Solid Waste, Organic Materials, or Mixed Materials at the Approved Transfer Station and/or Approved Disposal Facility due to Uncontrollable Circumstances, then promptly upon CCCSWA direction, Contractor shall, to the extent it is legally able to do so in accordance with Applicable Law, Accept and Transfer or Dispose of Solid Waste, Organic

Materials, or Mixed Materials at another Transfer or Disposal Facility owned by it or an Affiliate at a price not to exceed the respective per-Ton rates in effect under this Agreement plus additional Transport costs if the distance to the alternative Facility(ies) is greater than the distance to the Approved Transfer Station and/or Approved Disposal Facility. Should no alternative Transfer or Disposal Facility owned by Contractor or an Affiliate be available or acceptable to the CCCSWA's materials, Contractor and CCCSWA shall meet and confer with regard to Delivery of materials to another Transfer or Disposal Facility.

If the Contractor is unable to use the Approved Transfer Station or Approved Disposal Facility for an extended period of time, the CCCSWA may, at its sole discretion, terminate this Agreement as provided in accordance with Section 14.6.B.

10. CLOSURE AND POST-CLOSURE OF APPROVED DISPOSAL FACILITY

Contractor shall safely operate, maintain, and manage (including fulfillment of State funding requirements) the Approved Disposal Facility in compliance with Applicable Law not only during the Term but also thereafter until and during the Approved Disposal Facility Closure and Post-Closure period(s). Contractor is solely responsible, operationally and financially, for: (i) The appropriate Closure and Post-Closure activities of the Approved Disposal Facility; and, (ii) The establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs of Closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility) or Post-Closure activities relating to the Approved Disposal Facility. Contractor shall not hold the CCCSWA responsible for paying any deficiencies in required reserves. In addition, Contractor shall not hold the CCCSWA responsible for making any payments if actual Closure and Post-Closure costs relating to the Approved Disposal Facility exceed the amounts reserved by the Contractor for that purpose. This obligation survives expiration or termination of this Agreement.

11. RIGHT TO ENTER FACILITY AND OBSERVE OPERATIONS

The CCCSWA and its designated representative(s) reserve the right to enter, observe, and inspect the Approved Facilities during Facility operations; conduct studies or surveys of the Approved Facilities; meet with the Approved Facility manager(s) or his or her representatives at any time, provided that the CCCSWA and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with the work of the Contractor or its subcontractors. If CCCSWA exercises its right to enter the Approved Facilities, Contractor is obligated to allow entry to the Approved Facilities and allow for representatives to conduct observations, inspections, studies, or surveys. However, if the Contractor representative or Approved Facility manager is not at the Approved Facility when the CCCSWA or its designated representative(s) visit without prior announcement, Contractor may limit the visit of the CCCSWA or its designated representative to a portion of the Facility including, but not limited to, offices, container and vehicle storage areas, or maintenance yard. In that event, Contractor shall arrange for CCCSWA or its designated representative(s) to return for a visit of the complete Facility within 24 hours of the CCCSWA's visit. Upon CCCSWA direction, Contractor shall make personnel available to accompany CCCSWA employees or representatives on inspections. Contractor shall ensure that its employees cooperate with the CCCSWA and respond to the CCCSWA's reasonable inquiries. Contractor shall facilitate similar observation and inspection at Approved Facilities owned by it or an Affiliate upon CCCSWA request and within three (3) Business Days of receiving such request.

12. Contractor's Per-Ton Rates

The Contractor shall perform and pay all costs associated with Transfer and Disposal services and shall be compensated for the services based on a per-Ton rates set forth in Exhibit D. The rates include all costs without limitation of providing services and shall not be increased thereafter to include any of the following costs of providing services, even if Contractor's projections and estimates thereof prove inaccurate; including, but not limited to:

- (i) Costs incurred due to Contractor's negligence or misconduct;
- (ii) Costs incurred due to Permit changes of which Contractor did not provide timely Notice;
- (iii) Any fines or penalties imposed on Contractor or the Approved Facilities;
- (iv) Cost of remediation and cost-recoveries pursuant to Applicable Law, including CERCLA and Resource Conservation and Recovery Act (42 U.S.C. Section 6900 *et. seq.*);
- (v) Costs attributable to changing the classification of the Approved Facilities under Applicable Law, unless directed by the CCCSWA in accordance with Section 2.4 of the Agreement;
- (vi) Costs and expenses related to the handling of Unpermitted Waste;
- (vii) Increases in Contractor costs including, but not limited to, labor, fuel (except as it is adjusted in accordance with Section 4 of Exhibit D), and equipment; and,
- (viii) Other items listed in Section 10.4.B of the Agreement.

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Exhibit T
Sharps Program Collection Schedule

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EXHIBIT T
SHARPS PROGRAM COLLECTION SCHEDULE

LOCATION	ADDRESS	CITY	ZIP	Frequency per Month	Notes
Alamo Sheriff's Sub Station	150 Alamo Plaza	Alamo	94507	4	1/Week
Lafayette Fire Station	3338 Mt. Diablo Blvd	Lafayette	94549	1	
Moraga Fire Station	1280 Moraga Way	Moraga	94556	1	
Orinda Fire Station	22 Orinda Way	Orinda	94563	1	
Walnut Creek City Hall	1666 N. Main St.	Walnut Creek	94596	4	1/Week
Walnut Creek Fire Station	1050 Walnut Ave.	Walnut Creek	94598	2	
Rossmoor	800 Rock View Drive	Walnut Creek	94596	2	

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Exhibit U
High Diversion Services and
Cost Proposal

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EXHIBIT U

HIGH DIVERSION SERVICES AND COST PROPOSAL

U.1 Overview

Contractor's Proposal includes High Diversion Services that were proposed to assist the CCCSWA in reaching its Diversion goal of 75% or more. The High Diversion Services build on the Collection, Processing, and Diversion services provided at the Commencement of the Agreement. The High Diversion Services include two elements: (1) implementing a "Wet/Dry" Mixed Materials Collection system, and, (2) Processing all of the Multi-Family Wet and Dry Mixed Materials and some or all of the Commercial Wet and Dry Mixed Materials. The Processing shall occur at the Approved High Diversion Processing Facility and shall result in Diversion of the Mixed Materials Processed at the Facility.

The High Diversion Services shall not be implemented on the Commencement Date. The CCCSWA reserves the right to require Contractor's implementation of the High Diversion Services during the Term of the Agreement, but is not obligated to require the High Diversion Services at any time during the Term. This Exhibit U describes the High Diversion Services, implementation considerations, and Contractor Compensation for the services.

U.2 High Diversion Collection Services

U.2.1 Collection Methodology

The Contractor shall design Mixed Materials Collection routes categorized as "Wet" and "Dry" routes for Multi-Family and Commercial Subscribers. The Dry routes shall focus on Collection of Mixed Materials that consists primarily of Recyclable Materials (not otherwise Source Separated through the Franchised Recyclable Materials Collection program) and other dry Mixed Materials. Wet routes shall focus on Collection of Mixed Materials that consists primarily of Organic Materials including Home Food Scraps (from Multi-Family Subscribers) or Commercial Food Waste (not otherwise Source Separated through the Commercial Food Waste program). The route design shall be accomplished by the Contractor through performance of comprehensive waste assessments of each Multi-Family and Commercial Subscriber's Franchised Materials to identify Wet and Dry Mixed Material.

The Contractor anticipates limited engagement with the Subscriber in the separation of Wet and Dry Mixed Materials. It plans to implement the Wet/Dry routing approach without the need to coordinate with or inform the Subscribers of such change.

Contractor's Proposal (pages 93 through 106) provides a description of the proposed High Diversion Service Collection strategy and step-by-step process for the comprehensive waste assessments to design Wet/Dry Collection routes. Note that the Multi-Family Collection approach described herein is different than that presented in Contractor's Proposal and shall be implemented by Contractor unless otherwise directed by the CCCSWA.

Multi-Family Collection

For Multi-Family Subscribers, Contractor proposes to continue the three (3) Container system similar to

that which was implemented on the Commencement Date of the Agreement. This three (3) Container system will include: (1) separate Collection of Source Separated Franchised Recyclable Materials for Processing at the Designated Recyclable Materials Processing Facility as described in Section 6.1.2 of the Agreement; (2) separate Collection of Source Separated Green Materials for Processing at the Approved Organic Materials Processing Facility as described in Section 6.1.3 of the Agreement; and (3) separate Collection of Mixed Materials. The Multi-Family Mixed Materials will be categorized by Contractor as Wet or Dry Mixed Materials for each Subscriber. The Wet and Dry Mixed Materials from Multi-Family Subscribers will be separately Collected by the Contractor and Delivered to the Approved Transfer Station. Depending on the amount of Diversion desired by the CCCSWA, Contractor shall Transport some or all of the Wet and/or Dry Mixed Materials for Processing at the Approved High Diversion Processing Facility. Wet and Dry Mixed Materials that are not Delivery to the Approved High Diversion Processing Facility shall be Disposed of at the Approved Disposal Facility.

The Contractor presented other Collection strategies for Multi-Family Subscribers including the “one-bin plus” program and “valet” service. These programs are described in Contractor’s Proposal (pages 107 and 108). The CCCSWA may consider these options and request the Contractor initiate a pilot program or implement services.

Commercial Collection

For Commercial Subscribers, Contractor proposes to continue three (3) Container system that was implemented on the Commencement Date of the Agreement. This three (3) Container system will include: (1) separate Collection of Source Separated Franchised Recyclable Materials for Processing at the Designated Recyclable Materials Processing Facility as described in Section 6.1.2 of the Agreement; (2) separate Collection of Source Separated Commercial Food Waste for Processing at the Approved Commercial Food Waste Pre-Processing Facility and Designated Anaerobic Digestion Facility as described in Section 6.1.4 of the Agreement; and (3) separate Collection of Mixed Materials. The Commercial Mixed Materials will be categorized by Contractor as Wet or Dry Mixed Materials for each Subscriber. The Wet and Dry Mixed Materials from Commercial Subscribers will be separately Collected by the Contractor and Delivered to the Approved Transfer Station. Depending on the amount of Diversion desired by the CCCSWA, Contractor shall Transport some or all of the Wet and/or Dry Mixed Materials for Processing at the Approved High Diversion Processing Facility. Wet and Dry Mixed Materials that are not Delivery to the Approved High Diversion Processing Facility shall be Disposed of at the Approved Disposal Facility.

U.2.2 Subcontractor Support

The Contractor shall engage the assistance of a Subcontractors, Cascadia Consulting Group and For Sustainability Too (or companies with similar experience which shall be approved by the CCCSWA Executive Director). Cascadia Consulting Group will conduct visual inspection and waste characterizations of all Multi-Family and Commercial Franchised Materials and provide a detailed summary of Recyclable content, type of material, percentage of Organic Materials content and other relevant information for each Subscriber. Cascadia Consulting Group efforts shall result in the categorization of Subscriber’s Wet and Dry Mixed Materials. In addition, Cascadia Consulting Group will provide an Excel-based tool that will be used for managing effective Commercial outreach and providing reports to businesses per Contractor’s Proposal (page 97). Both Cascadia Consulting Group and For Sustainability Too will support the outreach and public education related to implementation of High Diversion Services.

U.2 High Diversion Processing Services

U.2.1 Newby Island Resource Recovery Facility

Contractor proposes the use of the Newby Island Recyclery for Processing the Multi-Family and Commercial Mixed Materials through its highly mechanized and sophisticated Processing system that was installed in 2012. As of the Commencement Date, the Newby Island Recyclery is named as the Approved High Diversion Processing Facility. Contractor's Proposal (pages 111 through 116) provides a description of the proposed Processing methodology at the Approved High Diversion Processing Facility as well as information on the method of tracking Tonnage for the CCCSWA, Diversion approach, Processing services and capacities, marketing strategy, Permits and regulatory compliance, and other Facility features.

Contractor agrees to reserve sufficient Processing capacity at the Approved High Diversion Processing Facility throughout the Term of the Agreement to allow for Delivery to and Acceptance and Processing of all the CCCSWA's Franchised Materials from Multi-Family and Commercial Subscribers at the Approved High Diversion Processing Facility. Furthermore, the Contractor agrees to reserve sufficient capacity (at its facility(ies) or a Subcontractor(s)'s facility(ies)) for Composting, anaerobic digestion, or other form of Processing of the Organic Materials recovered at the Approved High Diversion Processing Facility that require subsequent Processing for Diversion. Contractor's commitment to reserving High Diversion Processing Capacity extends to reservation of capacity at Newby Island Recyclery throughout the Term of the Agreement if the CCCSWA exercises its rights to commence the High Diversion Services on or before February 29, 2020. If the CCCSWA does not exercise its right to commence the High Diversion services on or before February 29, 2020, Contractor's reservation of capacity shall extend throughout the remainder of the Term at the Newby Island Recyclery or alternative Facility owned by Contractor or an Affiliate provided that the alternative Facility can Process the same types of materials and accomplish the same level of Diversion as Newby Island Recyclery. The CCCSWA reserves the right, at its own discretion, to use some or all of the reserved Processing capacity and shall provide notification of its interest in accordance with Section U.3.

Contractor estimates the Diversion capabilities of the Approved High Diversion Processing Facility will result in the average annual Residue levels listed below for the various streams of materials, where the Residue level shall be equal to the annual Tonnage of Processing Residue Disposed divided by the total annual Tonnage of Mixed Materials Collected and Delivered to the Approved High Diversion Processing Facility. These estimated Residue levels shall be used for the purpose of calculating a target High Diversion level in accordance with Section U.3.2 below.

- 50% Residue level for Multi-Family Mixed Materials
- 25% Residue level for Commercial Mixed Materials
- 20% Residue level for Roll-Off Mixed Materials

Sections 6.1.1 and 6.1.5 through 6.1.9 of the Agreement describe Processing requirements that shall be applicable to the Approved High Diversion Processing Facility.

U.2.2 Other Contractor Facilities

During the Term of the Agreement, Contractor or an Affiliate may develop or acquire an alternate

Facility that is capable of Processing the Multi-Family and Commercial Solid Waste including Wet and Dry Mixed Materials. If such Facility is a viable alternative to the Approved High Diversion Processing Facility, Contractor and CCCSWA shall meet and confer to discuss the option and Contractor shall present a proposal to use the Facility upon the CCCSWA's request. A change in the Approved High Diversion Processing Facility shall be treated as a change in scope in accordance with Section 2.4.

U.3 Implementation

U.3.1 Phased Approach

Contractor's Proposal presented a phased approach to implementation of the High Diversion Services. As a first phase, Contractor proposed Delivery of all Multi-Family Wet Mixed Materials and Dry Mixed Materials and a 10,000 Tons per year of Commercial Dry Mixed Materials to the Approved Transfer Station for Transfer and Transportation to the Approved High Diversion Processing Facility for Processing and Diversion. The second phase anticipated Delivery of all Multi-Family and Commercial Wet and Dry Mixed Materials to the Approved High Diversion Processing Facility via the Approved Transfer Station. If during the Term of the Agreement, the High Diversion Services are implemented, Contractor and CCCSWA shall agree on, what, if any phasing of the High Diversion services shall occur and such phasing may be different than described herein or in Contractor's Proposal.

U.3.2 CCCSWA Notification Process and Change in Scope

A minimum of six (6) months prior to the date the CCCSWA desires commencement of the High Diversion Services, CCCSWA shall provide Contractor written notice of its interest in exercising its rights to require commencement of the High Diversion Services. To the extent practical, the CCCSWA shall specify in its written notice if the CCCSWA is requesting the Delivery of some or all of the Multi-Family and Commercial Wet and Dry Mixed Materials to the Approved High Diversion Processing Facility and shall specify the desired date for commencement. The request for High Diversion Services shall be treated as a change in scope in accordance with Section 2.4 of the Agreement.

During the change in scope review process described in Section 2.4 of the Agreement, Contractor shall submit a proposal for the High Diversion Services. Such proposal shall include the requirements listed in Section 2.4.B that are applicable as well as an estimated level of Diversion that Contractor will accomplish with implementation of the High Diversion Services. As part of the change in scope process, the Parties shall agree on the amount of Wet and Dry Mixed Materials that will be Delivered to the Approved High Diversion Processing Facility and a target High Diversion level that will serve as the performance standard for Contractor. In the event Contractor fails to achieve the target High Diversion level, the CCCSWA may assess Liquidated Damages pursuant to Section 14.9 and Exhibit C.

The target High Diversion level shall be set for all Franchised Materials Collected by the Contractor and shall be equal to the total amount of Franchised Materials Collected by Contractor less Residue and Solid Waste Disposed, divided by the total Franchised Materials Collected by Contractor. For the purpose of calculating a target High Diversion level, the Residue levels presented in the following table shall be assumed for each material type (regardless of the actual Facility Residue level) and the Tons Collected per Year shall reflect the Tons Collected in the most recently completed twelve- (12-) month period. A hypothetical calculation of the target High Diversion level is presented in the table below. This table shall serve as an example of how the calculation shall be performed during the change in scope process

and when determining Contractor's compliance with the target High Diversion level.

Residue Level Assumptions and Target High Diversion Level Estimation Form

		Residue Level	Tons Collected per Year	Tons Diverted per Year
		A	B	$C = B \times (1 - A)$
	Base Diversion Program			
1.	Single-Family Recyclable Materials	5%	33,960	32,262
2.	Multi-Family Recyclable Materials	5%	2,132	2,025
3.	Commercial Recyclable Materials	5%	11,827	11,236
4.	Roll-off Recyclable Materials	5%	1,411	1,340
5.	Single-Family Organic Materials*	1.5%	55,898	55,059
6.	Multi-Family Green Materials*	1.5%	1,937	1,908
7.	Commercial Food Waste*	5%	3,079	2,925
8.	Roll-off Green Materials*	1.5%	1,792	1,765
	High Diversion Programs			
9.	Multi-Family Wet/Dry Mixed Materials*	50%	11,487	5,744
10.	Commercial Wet/Dry Mixed Materials*	25%	19,071	14,303
11.	Roll-off Wet/Dry Materials*	20%	14,921	11,937
12.	Total Diversion (Sum Rows 1 – 11)	n.a.	157,515	140,505
	Solid Waste Disposal			
13.	Single-Family Solid Waste	n.a.	43,248	n.a.
14.	Multi-Family Solid Waste	n.a.	0	n.a.
15.	Commercial Solid Waste	n.a.	0	n.a.
16.	Roll-off Solid Waste	n.a.	0	n.a.
17.	Total Solid Waste (Sum Rows 13 – 16)	n.a.	43,248	n.a.
	Estimated Diversion Level			
18.	Total Tons (Row 12 + Row 17)	n.a.	200,763	140,505
19.	Target High Diversion Level (Cell C18 / Cell B18)	n.a.	n.a.	70.0%

n.a. – not applicable

* When determining Contractor's compliance with the target High Diversion level, the actual High Diversion level shall be calculated using the actual Residue level for the Approved Processing Facilities (which excludes Designated Recyclable Materials Processing Facility) for the most-recently completed twelve- (12-) month period and the actual Tons Collected for the most-recently-completed twelve- (12-) month period.

U.4 Contractor Compensation

U.4.1 Per-Ton Compensation

Contractor presented a High Diversion Cost Proposal, which is included at the end of this Exhibit. The Contractor's cost proposal focuses on providing Wet and Dry Mixed Materials Collection using the same

number of routes as Contractor proposed for Solid Waste Collection for Multi-Family and Commercial Subscribers in its cost proposal that served as the basis for Rate Year One Maximum Rates (included in Exhibit N). As a result, Contractor did not propose changes in route-related costs. Contractor's compensation for High Diversion Services shall be based on a per-Ton High Diversion Processing rate for each Ton of Wet or Dry Mixed Materials Delivered to the Approved High Diversion Processing Facility. The per-Ton rate provides for Contractor's cost of Transferring Mixed Materials at the Approved Transfer Station, Transporting the Mixed Materials to the Approved High Diversion Processing Facility, and Processing, Diverting, and marketing materials recovered from the Mixed Materials at the Approved High Diversion Processing Facility.

If, and when, High Diversion Services are implemented, the annual cost associated with the High Diversion Services shall be included in Total Calculated Contractor's Costs through the annual Maximum Rate adjustment process pursuant to Article 10, Exhibit D (Index-Based Rate Adjustment Methodology), and Exhibit E (Cost-Based Rate Adjustment Methodology). The annual costs related to the Processing Component for the Approved High Diversion Processing Facility shall be included as a "Cost before Profit" and adjusted annually in the same manner as the Net Organic Materials Processing Costs for Green Materials and Home Food Scraps as described in Exhibits D and E. The annual costs for the Transfer and Transport Component for Approved Transfer Station and Transportation to Approved High Diversion Processing Facility shall be included as a "Pass-Through" Cost and adjusted annually in the same manner as the Solid Waste Transfer and Disposal Costs as described in Exhibits D and E.

If the CCCSWA approves the Processing of Mixed Materials at a High Diversion Processing Facility other than Newby Island Recyclery and the Facility is a shorter distance from the Approved Transfer Station than the Newby Island Recyclery, the Transfer and Transport Component shall be reduced to reflect the shorter distance.

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**Approved High Diversion Processing Facility Per-Ton Rate
for Wet and Dry Mixed Materials Collected from Multi-Family and Commercial Subscribers**

Rate Year	Transfer and Transport Component for Approved Transfer Station and Transportation to Approved High Diversion Processing Facility			Processing Component for Approved High Diversion Processing Facility		
	Contractor Component	Regulatory Component (a)	Total Transfer/ Transport Rate (b)	Contractor Component	Regulatory Component (c)	Total Processing Rate
RY1	\$20.00	\$0.00	\$20.00	\$99.05	\$10.95	\$110.00
RY2	\$20.60	\$0.00	\$20.60	\$102.02	\$10.95	\$112.97
RY3	\$21.22	\$0.00	\$21.22	\$105.08	\$10.95	\$116.03
RY4	\$21.85	\$0.00	\$21.85	\$108.23	\$10.95	\$119.18
RY5	\$22.51	\$0.00	\$22.51	\$111.48	\$10.95	\$122.43
RY6	\$23.19	\$0.00	\$23.19	\$114.83	\$10.95	\$125.78
RY7	\$23.88	\$0.00	\$23.88	\$118.27	\$10.95	\$129.22
RY8	\$24.60	\$0.00	\$24.60	\$121.82	\$10.95	\$132.77
RY9	\$25.34	\$0.00	\$25.34	\$125.47	\$10.95	\$136.42
RY10	\$26.10	\$0.00	\$26.10	\$129.24	\$10.95	\$140.19

- (a) As of the Effective Date, it is assumed that no government or regulatory fees will be assessed at the Approved Transfer Station for Mixed Materials (e.g., the Local Enforcement Agency fee, Contra Costa County Franchise fee, or other fees are not applicable for Mixed Materials as these materials will be considered Recyclable Materials). Any change to this interpretation shall be treated as an allowable Pass Through Expense and/or Change in Law.
- (b) Contractor Transfer/Transport costs shall be treated as a pass-through cost for the purpose of calculating Total Calculated Contractor Costs. Processing Component shall be treated as a Cost Before Profit for the purpose of calculating Total Calculated Contractor Costs.
- (c) \$10.95 per Ton includes two fees assessed at the Approved High Diversion Processing Facility as of the Effective Date – \$1.31 per Ton Local Enforcement Agency fee assessed by Santa Clara County and \$9.64 per Ton assessed by Santa Clara County/San Jose fee. The \$9.64 per Ton of Mixed Material assumes that 50% of the Mixed Material will be Disposed of and assessed a fee of \$19.28 per Ton Disposed. As a result, half of \$19.28 per Ton is attributable to each inbound Ton of Mixed Materials.

U.4.2 No Other Compensation Due

Contractor shall not be entitled to any other compensation related to the High Diversion Services above the per-Ton compensation provided for in Section U.4.1. For example, Contractor shall not seek additional compensation for implementation of the High Diversion Services; use of Subcontractor(s) assisting with Collection routing re-design; additional Collection vehicles or Containers; or any other costs related to the High Diversion Services and any associated Processing, Composting, or other Organic Processing for Mixed Materials.

High Diversion Operating Statistics and Cost Proposal

Operating Statistics
Proposer Name: Allied Waste Systems, Inc.

Note to proposer: Input data in yellow shaded areas only.

Show for entire CCCSWA Service Area

RATE YEAR ONE		Single-Family (Form 6A)				Commercial / Multi-Family (Form 6B)				Drop Box (Form 6C)			TOTAL
From March 1, 2015 to February 29, 2016		Solid Waste	Recyclable Materials	Organic Materials	Reuse/Clean-Up Days SW Pickup	Solid Waste	Recyclable Materials	Green Materials	Food Waste	Solid Waste	Recyclable Materials	Green Materials	
Account Information													
1	# of weekly accounts (customers)	62,539	62,539	62,539	62,539	2,306	2,630	2,252	222				
Labor Information													
2	# of regular route personnel	17.0	17.0	16.5	1.5	10.5	3.4	0.5	0.6	2.4	0.1	0.2	69.7
3	Labor hours/day/person	9.2	9.7	9.4	8.0	10.1	10.3	9.4	9.5	9.8	9.8	9.8	
4	Total labor hours/year	40,565	42,686	40,356	3,116	27,508	9,061	1,223	1,487	6,125	249	390	172,766
Route Information													
5	# of routes per												
6	Weekday	17.00	17.00	16.50	1.50	8.50	3.40	0.50	0.60	2.40	0.10	0.15	67.65
7	Saturday												
8	Sunday												
9	# of persons per route per												
10	Weekday	1.0	1.0	1.0	1.0	1.2	1.0	1.0	1.0	1.0	1.0	1.0	
11	Saturday												
12	Sunday												
13	# of route hours/day/route per												
14	Weekday	9.2	9.7	9.4	8.0	10.1	10.3	9.4	9.5	9.8	9.8	9.8	
15	Saturday												
16	Sunday												
17	# of route hours per year per:												
18	Weekday	40,565	42,686	40,356	3,116	22,246	9,061	1,223	1,487	6,125	249	390	167,504
19	Saturday												
20	Sunday												
21	Total Route Hours per Year (all routes)	40,565	42,686	40,356	3,116	22,246	9,061	1,223	1,487	6,125	249	390	167,504
22	# of FTE routes	19.50	20.52	19.40	1.66	10.70	4.36	0.59	0.71	2.94	0.12	0.19	80.69
23	Total # of cart setouts per day for all routes	12,667	11,309	11,710	1,751								
24	# of cart setouts/day/FTE route	650	551	604	1,056								
25	# of cart setouts per week for all routes	63,336	56,543	58,549	8,755								
26	# of household drive-bys per wk for all routes	62,539	62,539	62,539	62,539								
27	Set out rate (%)	101%	90%	94%	14%								
28	# of lifts or pulls per week for all routes					6,457	3,752	2,026	705	70	4	5	
29	# of lifts or pulls per year for all routes					335,764	195,104	105,352	36,660	3,640	195	260	
30	# of lifts or pulls per route hour					15.1	21.53	86.15	24.66	0.59	0.78	0.67	
Vehicle Information													
31	# of regular collection vehicles (from Form 4)	17.0	17.0	16.5	2.0	9.0	3.0	0.5	1.0	2.5	0.2	0.3	69.0
32	# of spare collection vehicles (from Form 4)	3.0	2.0	2.0		2.0							9.0
33	Total # of collection vehicles	20.0	19.0	18.5	2.0	11.0	3.0	0.5	1.0	2.5	0.2	0.3	78.0
Tonnage Information (annual)													
34	Solid Waste collected	43,248			1,830								45,078
35	Recyclable Materials collected		33,960			30,614	13,959			14,921	1,411		94,865
36	Organic Materials collected			55,898	230			1,935	3,079			1,792	62,934
37	Total Collected	43,248	33,960	55,898	2,060	30,614	13,959	1,935	3,079	14,921	1,411	1,792	202,876
38	Processing Residue Disposed		1,698	2,795		7,172	698	97	154	2,984	71	90	15,757
39	Net Diverted (Line 31 + 32 - 34)		32,262	53,103	230	23,442	13,261	1,838	2,925	11,937	1,340	1,702	142,041
Projected Diversion Rate												70.0%	

CCCSWA/Allied Waste Services, Inc.

May 14, 2014

U-8

Franchise Agreement, Exhibit U

Notes for Form 2:

Line 1 - Data input by proposer. Should equal the number of customer serviced on a weekly basis.

Line 2 - Data input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 3 - Data input by proposer. Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).

Line 4 - Should equal Line 2 * Line 3 * 260 days

Lines 5, 6, and 7 - Data input by proposer. Information is to be reported for collection routes only and does not include any support vehicles (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)

Line 8, 9, and 10 - Data input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Lines 11, 12, and 13 - Data input by proposer. Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).

Line 14 - Should equal Line 5 * Line 11 * 260 days

Line 15 - Should equal Line 6 * Line 12 * 52 weeks

Line 16 - Should equal Line 7 * Line 13 * 52 weeks

Line 17 - Should equal Line 14 + Line 15 + Line 16

Line 18 - Should equal Line 17 / 2,080 hours

Line 19 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 20 - Should equal Line 19 / Line 18

Line 21 - Should equal Line 19 * 5 days

Line 22 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 23 - Should equal Line 21 / Line 22

Line 24 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 25 - Should equal Line 24 * 52 weeks.

Line 26 - Should equal Line 25 / Line 17

Line 27 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 28 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 29 - Should equal Line 28 + Line 29

Lines 30 - 32 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 33 - Should equal Line 30 + Line 31 + Line 32

Line 34 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6C.

Line 35 - Should equal Line 31 + Line 32 - Line 34

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Summary of Proposed Costs
Proposer Name: Allied Waste Systems, Inc.

RATE YEAR 1 From March 1, 2015 to February 29, 2016	Single-Family				Commercial / Multi-Family				Drop Box			TOTAL
	Solid Waste	Recyclable Materials	Organic Materials	Reuse/Clean-Up Days SW Pickup	Solid Waste	Recyclable Materials	Green Materials	Food Waste	Solid Waste	Recyclable Materials	Green Materials	
Total Cost before Profit												
Labor-Related Route Driver Costs	\$2,586,932	\$2,534,187	\$2,386,813	\$224,459	\$1,800,345	\$503,467	\$67,876	\$76,232	\$404,966	\$16,652	\$24,978	\$10,626,907
Vehicle-Related Costs	\$366,199	\$469,252	\$361,569	\$29,311	\$153,822	\$67,882	\$10,744	\$11,094	\$46,000	\$2,218	\$3,326	\$1,521,416
Fuel Costs	\$171,405	\$181,404	\$171,384	\$38,089	\$143,979	\$38,068	\$5,217	\$6,346	\$25,858	\$1,093	\$1,640	\$784,483
Net Recycling Processing Costs (Revenue) (for Proposer)	\$0	\$0	\$0	\$0	\$2,304,974	\$0	\$0	\$0	\$0	\$0	\$0	\$2,304,974
Net Organics Processing Costs (for Proposer-Provided S	\$0	\$0	\$3,353,851	\$13,800	\$0	\$0	\$116,102	\$230,925	\$0	\$0	\$107,520	\$3,822,197
Net Other Materials Processing Costs (for Proposer-Pro	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs	\$91,820	\$87,141	\$83,957	\$8,548	\$54,893	\$14,488	\$2,161	\$3,969	\$12,586	\$817	\$1,227	\$361,608
Direct Depreciation	\$989,001	\$1,032,041	\$1,010,359	\$53,560	\$547,068	\$204,149	\$31,585	\$38,903	\$96,597	\$11,146	\$16,719	\$4,031,129
Total Allocated Costs - Labor, Vehicle, Fuel, Other												
From General and Administrative (6D)	\$642,466	\$676,053	\$639,149	\$49,352	\$352,325	\$143,506	\$19,368	\$23,546	\$96,999	\$3,951	\$6,179	\$2,652,894
From Vehicle Maintenance (6D)	\$527,913	\$555,512	\$525,188	\$40,553	\$289,505	\$117,919	\$15,915	\$19,347	\$79,704	\$3,246	\$5,077	\$2,179,880
From Container Maintenance (6D)	\$156,741	\$164,935	\$155,932	\$12,040	\$85,956	\$35,011	\$4,725	\$5,744	\$23,665	\$964	\$1,508	\$647,221
Total Allocated Costs - Depreciation & Start-Up												
From General and Administrative (6D)	\$55,550	\$55,550	\$55,550	\$55,550	\$2,048	\$2,336	\$2,000	\$197	\$3,233	\$173	\$231	\$232,421
From Vehicle Maintenance (6D)	\$2,291	\$2,291	\$2,291	\$2,291	\$84	\$96	\$82	\$8	\$133	\$7	\$10	\$9,585
From Container Maintenance (6D)	\$6,080	\$6,080	\$6,080	\$6,080	\$224	\$256	\$219	\$22	\$354	\$19	\$25	\$25,440
Total Cost before Profit	\$5,596,399	\$5,764,448	\$8,752,124	\$533,634	\$5,735,223	\$1,127,177	\$275,995	\$416,333	\$790,096	\$40,286	\$168,440	\$29,200,155
Profit	\$836,244	\$861,354	\$1,307,789	\$79,738	\$856,987	\$168,429	\$41,241	\$62,211	\$118,060	\$6,020	\$25,169	\$4,363,242
Pass-Through Costs												
Transfer/processing/disposal costs for Facilities selecte	\$2,746,228	\$0	\$209,616	\$117,068	\$1,019,875	\$0	\$7,256	\$154,963	\$947,474	\$33,425	\$6,720	\$5,242,624
Interest Expense	\$270,318	\$284,450	\$268,923	\$20,765	\$148,241	\$60,380	\$8,149	\$9,907	\$40,813	\$1,662	\$2,600	\$1,116,208
Direct Lease Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Allocated Costs - Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Pass-Through Costs	\$3,016,546	\$284,450	\$478,538	\$137,832	\$1,168,116	\$60,380	\$15,406	\$164,870	\$988,287	\$35,087	\$9,320	\$6,358,832
Total Calculated Contractor Costs	\$9,449,189	\$6,910,252	\$10,538,452	\$751,205	\$7,760,327	\$1,355,986	\$332,641	\$643,414	\$1,896,442	\$81,392	\$202,929	\$39,922,229

Exhibit V
Example Web-Based Reports

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EXHIBIT V EXAMPLE WEB-BASED REPORTS

Main Customer Lookup Screen

Customer Service Portal - Account Look Up - Windows Internet Explorer provided by Republic Services, Inc.

http://csweb.repsrv.com/CSWeb/AccountSearch.faces

Lawson Portal - Home Customer Service Portal - Home

REPUBLIC SERVICES, INC. Audit CS Search Reports TBI Vendor Notes Log Off

Customer Account Look Up

Division: All

Loc ID:

Account #:

Account/Site Name:

Include closed sites: ☐

National Accounts Only: ☐

Site #:

Street Address:

City:

State: CALIFORNIA

Zip Code:

Phone:

Results

Company	Loc. ID	Account	Account	Site #	Site
916	8003	MCDONALDS #10334	42307 OSGOOD RD FREMONT, CA 94539-5062	00001	MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA 94539-5301
916	8003	MCDONALDS #10334	42307 OSGOOD RD FREMONT, CA 94539-5062	00002	MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA 94539-5301
916	8003	MCDONALDS #10334	42307 OSGOOD RD FREMONT, CA 94539-5062	00100	MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA 94539-5301
916	2360	MCDONALDS #1228	42307 OSGOOD RD FREMONT, CA 94539-5062	00001	MCDONALDS #1228 40708 GRIMMER BLVD FREMONT, CA 94538-2845
916	2360	MCDONALDS #1228	42307 OSGOOD RD FREMONT, CA 94539-5062	00002	MCDONALDS #1228 40708 GRIMMER BLVD FREMONT, CA 94538-2845
916	2360	MCDONALDS #1228	42307 OSGOOD RD FREMONT, CA 94539-5062	00100	MCDONALDS #1228 40708 GRIMMER BLVD FREMONT, CA 94538-2845
916	35659	MCDONALDS #1233	5619 MOORES AVE NEWARK, CA 94560-4824	00001	MCDONALDS #1233 4318 THORNTON AVE FREMONT, CA 94536-4828
916	35659	MCDONALDS #1233	5619 MOORES AVE NEWARK, CA 94560-4824	00002	MCDONALDS #1233 4318 THORNTON AVE FREMONT, CA 94536-4828
916	35659	MCDONALDS #1233	5619 MOORES AVE NEWARK, CA 94560-4824	00100	MCDONALDS #1233 4318 THORNTON AVE FREMONT, CA 94536-4828
916	56382	MCDONALDS #17400	PO BOX 30428	00001	MCDONALDS #17400 3990 DECATO RD

Local intranet | Protected Mode: Off

99% 2:09 PM 9/27/2012

Main Customer Information Screen

Customer Service Portal - Account Summary - Windows Internet Explorer provided by Republic Services, Inc.

http://csweb.repsrv.com/CSWeb/AccountSearch.faces

Lawson Portal - Home Customer Service Porta...

REPUBLIC SERVICES, INC. Audit CS Search Reports TBI Vendor Notes Log Off

Account Info
 # 916 - 8003 MCDONALDS #10334
 42307 OSGOOD RD
 FREMONT, CA 94539-5062

High Level Accounts Receivables
 Open Item Balance :\$ 0
 Cash On Account :\$ 0
 AR Balance :\$ 0
 Past Due :\$ 0

Site - Container Summary
 00001 MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA
 * # 001 - 3.00 YARD FR M W F ORGANICS **PO REQUIRED**
 00002 MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA
 * # 001 - 0.48 YARD RC M F
 00100 MCDONALDS #10334 42800 MISSION BLVD FREMONT, CA
 * # 001 - 4.00 YARD FL M W PSA

Site Info
 00001 MCDONALDS #10334 Rates
 42800 MISSION BLVD FREMONT, CA 94539-5301
 Contact: STORE SPVR/STORE MGR PATRICK
 GORMAN/DAVID STAL(510) 656-9375

Service Recordings Refresh

Open Service Recordings	Closed Service Recordings
20308	SYS - ROUTE AUDIT SAFETY 08/21/12 *

[VIEW ALL OPEN & CLOSED RECORDINGS](#)

Add Service Recording

Subject:* Status: Open
 Priority: Low Service To Be Completed: 9/28/12
 Department:* <<Select Department>>
 Recording Type:* <<Select Item>>

* = Required field [Submit](#) [Reset](#) [Cancel](#)

Local intranet | Protected Mode: Off 100% 2:21 PM 9/27/2012

Sample Open Service Ticket

Customer Service Portal - Account Summary - Windows Internet Explorer provided by Republic Services, Inc.

http://csweb.repsrv.com/CSWeb/AccountSearch.faces

Web Slice Gallery

Customer Service Portal - Recording Detail - Windows Internet Explorer provided by Republic Ser...

Recording / Maintain

Account: 916 - 8003 | Site:00001
 Recording No: 28388
 Subject: Status: Open
 Priority: Low Date Service To Be Completed: 9/21/12
 Recording Type: RASF - SYS - ROUTE AUDIT SAFETY

Assign To: [Look Up](#)
 Escalation:
 Description: *
 Overhead/Obstruction: Y
 Accessible: Y
 Other It
 Resolution:
 Original Recording Type: RASF
 Created on: Mon, 20 Aug 2012 01:36 PM - Recorded by: SS00099
 Last update: Mon, 20 Aug 2012 01:36 PM - Updated by: SS00099

Save Cancel Reset

Close Print

10334
 BLVD FREMONT, CA 94539-5301
 SPVR/STORE MGR PATRICK
 STAL(510) 656-9375

Refresh

Closed Service Recordings

SYS - ROUTE AUDIT SAFETY 08/21/12 *

RECORDINGS

ording

Status: Open
 Service To Be Completed: 9/29/12
 Department>>
 Item>>

* = Required field [Submit](#) [Cancel](#)

javascript:openwin('recordingDetail_popup.faces?serviceRecordingNumber=28388&status=48&recordedDate=20120718','710','650','_ope

Local intranet | Protected Mode: Off

99% 2:23 PM 9/27/2012

Sample Closed Service Ticket

Customer Service Portal - Account Summary - Windows Internet Explorer provided by Republic Services, Inc.

http://csweb.repsrv.com/CSWeb/AccountSearch.faces

Recording / Maintain

Account: 916 - 8003 | Site:00001
 Recording No: 44193
 Subject: SERVICE INCREASE Status: Closed
 Priority: Low Date Service To Be Completed: 9/7/12
 Recording Type: SASC - SA - SERVICE CHANGE REQUEST

Assign To: Lock Up
 Escalation:
 Description: cust rqtst fw incr from 1x/wk to 2x/wk. approved by COF. eff 9/20/12. SW
 Resolution:
 Original Recording Type: SASC
 Created on: Thu, 6 Sep 2012 11:13 AM - Recorded by: SS00099
 Last update: Fri, 7 Sep 2012 11:13 AM - Updated by: SS00099

Save Cancel Reset

Close Print

10334
 ELVD FREMONT, CA 94539-5301
 SPVR/STORE MGR PATRICK
 STAL(510) 656-9375

Refresh

Closed Service Recordings

DESC NOT FOUND:CCO-SCNS-BNN	09/20/12
DD - SALES	09/20/12
DD - CUSTOMER SERVICE	09/18/12
DESC NOT FOUND:CCO-SCNS-BNN	09/15/12
SA - SERVICE CHANGE REQUEST	09/07/12

ording

Status: Open
 Service To Be Completed: 9/29/12
 Department:
 Item:

* = Required field Submit Reset Cancel

javascript:openwin('recordingDetail_popup.faces?serviceRecordingNumber=44193&status=49&recordedDate=20120906','710','650')

Local intranet | Protected Mode: Off

99% 2:25 PM 9/27/2012

Sample Container Information Screen

Customer Service Portal - Container Group Detail - Windows Internet Explorer provided by Republic Services, Inc.

http://csweb.repsrv.com/CSWeb/containerDetail.faces?containers=001

Lawson Portal - Home Customer Service Portal...

REPUBLIC SERVICES, INC. Audit CS Search Reports T&B Vendor Notes Log Off

Container Group Detail

Return to the [Account Summary](#) page

Account: 916 - 8003 | Site: 00001 - MCDONALDS #10334 Municipal Franchise Contract: 9916001
 Account Type: P - PERMANENT Original Start Date: 06/28/2012
 Contract Group #: 1 Last Service Change Date: 09/17/2012

Container:

Container Group	001	Notes
Container Type/Size/Description	FR / 3.00	
Compactor	N	
Customer Owned	N	
On Call	N	
Quantity Ordered	1	
Quantity on Site	1	

Service Info:

Disposal Code/Price Code/Description	NR / 10 / NEWBY RECYCLERY FOODWASTE	Service History
Grid Number/Description	C3SWHC WEDNESDAY / WEDNESDAY	
	MO TU WE TH FR SA SU	
Required Days	N N N N N N	
Service Days	1 1 1	
Estimated Lifts per Period	0	
Lifts per Cycle	3 / 1 W WEEKS	
Special Handling	Q ORGANICS	
Weight Limit	0.00 Tons	

Rate Info:

Receipt Required	N NO	Rates
P.O. Required	Y	
Bill To Date	10/31/2012	
Close Date	00/00/0000	
Revenue Distribution	72	
Recurring Charge Frequency	12 MONTHLY	
Months in Advance Recurring	1	
Remote Monitor	N	
Disposal Rate Restriction	00/00/0000	
Operational Rate Restriction	00/00/0000	

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Exhibit W
Iran Contracting Certification

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EXHIBIT W

IRAN CONTRACTING CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

- (1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for forty-five (45) Days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

Republic Services ("Contractor")
By: Michael Caprio (Signature)
Name: Michael Caprio (Printed Name)
Title: Area President
Date: 5/16/14

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