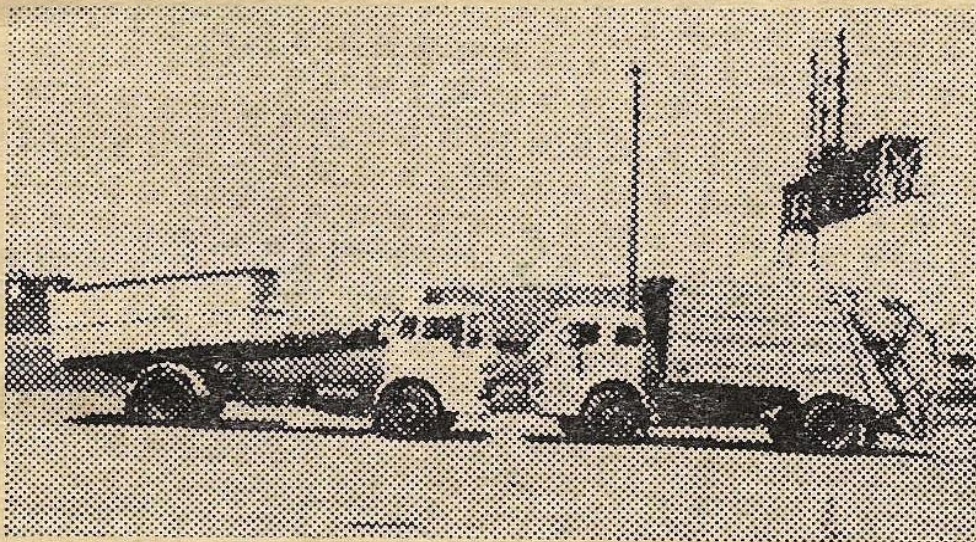


AGREEMENT

BETWEEN

THE OAKLAND SCAVENGER
COMPANY AND DIVISIONS



AND
BROTHERHOOD OF TEAMSTERS,
LOCAL 70

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APRIL 28, 1967 TO JUNE 30, 1970

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of April, 1967, by and between the OAKLAND SCAVENGER COMPANY AND DIVISIONS THEREOF AND APPLICABLE SUB COMPANIES THEREOF, party of the first part, hereinafter referred to as the EMPLOYER, and the BROTHERHOOD OF TEAMSTERS, Local 70, hereinafter referred to as the UNION.

ARTICLE I

Employment of Union Members

Section 1. Recognition: The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

Section 2. Union Security: It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirty-first (31st) day following the beginning of their 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 in good standing. The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing unless the employee becomes a member in good standing within the seven (7) days.

ARTICLE II

Hiring Procedure

Section 1. License Requirements: No employee or applicant for employment shall be required to possess a chauffeur's license unless such license be required by law for the type of work actually performed by the employee, which shall be specified by the Employer to the Local Hiring Hall. In any such case, a classification of chauffeur's license higher than that imposed by law shall not be required.

Section 2. Hiring Hall Standards: The Oakland Scavenger Company and the Union recognize the necessity of having available at all times a supply of competent employees with experience in the scavenger industry in the geographical area.

a. Whenever the Employer requires regular workmen, he shall notify the Union Hiring Hall, stating the location, the type of work to be performed and the number of workmen required.

b. The Hiring Hall will refer applicants to the Employer by written referral slip. Such referral shall be on a non-discriminatory basis and shall not be influenced or affected by considerations of union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of union policies or requirements. The Hiring Hall will comply with the following procedures in making such referrals:

c. The Hiring Hall shall maintain a single list of applicants for jobs, which shall be in the order of sign-ups.

d. Referrals shall be made in the order of sign-ups on the foregoing list.

e. The Hiring Hall shall have forty-eight (48) hours after notice from the Employer to nominate and refer applicants for regular positions.

f. The Employer shall have the right to reject any applicant on reasonable non-discriminatory grounds.

g. If the Employer calls for a particular workman by name who has previously been employed by the Employer and such workman is available for employment, he shall be dispatched to the Employer regardless of his position on the list.

h. In the event that the Hiring Hall is unable to furnish applicants, the Employer shall then have the right to obtain employees from any other available source providing such employee, not later than his second day of employment, shall be directed by the Employer to report to the Hiring Hall to register, to pay Hiring Hall Fee and receive a proper written referral.

i. The foregoing procedures shall be exclusively followed in hiring. Violations of the above article shall afford the Brotherhood of Teamsters Local 70, the right to take appropriate action under the grievance procedure or to take economic action, notwith-