

A G R E E M E N T

By and Between

Waste Management of Washington, Inc.

And

Teamsters Local Union No. 117

**Affiliated With The
International Brotherhood Of Teamsters**



**Term of Agreement
June 1, 2012 – May 31, 2018**

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AGREEMENT

This Agreement is made by and between Waste Management of Washington, Inc. (currently doing business as Seattle, Marysville and North Sound) hereinafter called the "Company" or "Employer" and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

Waste Management of Washington, Inc. hereby recognizes, during the term of this Agreement, Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agency for all residential and commercial recycle drivers, food and yard waste collection drivers, container delivery drivers, fuelers/washers and e-waste employees employed by Waste Management of Washington, Inc., but excluding all processors, dispatchers, office clerical employees, guards and supervisors, as defined in the Act, and all other employees of Waste Management of Washington, Inc. or its affiliated companies.

ARTICLE 2 – UNION SECURITY

2.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

2.02 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

2.03 The Employer shall submit to the Union, the names and hiring dates of all new employees and, in addition, any employee rehired. Such written notice shall be submitted to the Union not later than ten (10) days from the date of employment or re-employment of such employee.

2.04 The Union will indemnify and hold harmless the Employer against any claim or obligation which may be made by anyone by reason of the obligation of this Article, including the cost of defending against any such claim or obligation.

ARTICLE 3 – PAYROLL DEDUCTION OF UNION FEES

3.01 The Company, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted in the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split so as to provide for three (3) equal payments, one (1) from the first pay period after completion of thirty (30) days employment, and equal amounts in each of the following two (2) pay periods.

3.02 The Company will deduct the assessments and monthly dues on the first pay day of the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

3.03 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

3.04 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Company and the Union at least forty-five (45) days and not more than sixty (60) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

ARTICLE 4 – DISCRIMINATION

4.01 No employee shall be discharged except for just cause.

4.02 No employee shall be discriminated against for upholding lawful Union principles and any employee who works under the lawful instructions of the Union, or who serves on a committee shall not lose his/her job or be discriminated against for this reason.

4.03 Neither the Employer nor the Union shall in any manner whatsoever discriminate against any employee or applicant for employment in accordance with applicable Federal, State and Local laws. Nothing in this Agreement shall be construed to prevent, preclude or inhibit the Company's compliance with the Americans with Disabilities Act or the Family Medical Leave Act.

4.04 The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 5 – HOLIDAYS

5.01 The following days shall be considered holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Christmas (December 25 th)
Memorial Day	Floating Holiday
Fourth of July	

5.02 All regular employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall, provided the employee qualifies in accordance with Section 5.03 below. Work performed on holidays will be compensated for at the straight-time rate in addition to holiday pay; provided, however, that employees who perform work on Thanksgiving Day, Christmas Day or New Year's Day shall be entitled to one and one-half (1½) times their regular rate of pay for time worked, in addition to holiday pay. No employee shall be called on such holiday for less than a full day. If a holiday occurs during an employee's vacation, he/she shall receive holiday pay in addition to his/her vacation pay. The Employer shall have the option of closing on Friday or Monday if a holiday falls on Saturday or Sunday, respectively. The Floating Holiday will be taken on a date mutually agreed to between the employee and his/her supervisor.

5.03 All regular employees (in accordance with Section 15.01) scheduled to work an eight (8) hour day shall receive eight (8) hours of pay or ten (10) hours of holiday pay if regularly scheduled to work a ten (10) hour schedule at the employee's straight-time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees must work on the last regular working day immediately preceding the holiday, on the first regular working day following the holiday and on the day of holiday if scheduled, and unless the employee so works, he/she shall receive no pay for such holiday unless such absence on the regular working days before, after and on said holidays is due to the express permission of the Employer. Employees otherwise entitled to holiday pay but who are absent due to layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday shall receive holiday pay provided such employee shall have worked one (1) or more days during the calendar week in which the holiday falls.

5.03.1 Employees who are called in to work on a holiday will be guaranteed eight (8) hours of pay if on a five (5) day eight (8) hour shift and ten (10) hours of pay in on a four (4) day ten (10) hour shift.

5.04 Unless required by customer service needs or due to circumstances beyond the Company's control, no work shall be performed on Thanksgiving Day, Christmas Day and New Year's Day. If these days fall on an employee's normal work day, the following Saturday (first regular day off except Sunday for employees working four (4) ten (10) hour shifts) shall be a normal work day and be paid at the normal straight time rate of pay.

5.05 Floating holidays and requests for single day vacation will be selected by employees upon completion of the vacation selection process and subject to the same limitations applicable for vacation selection. Such requests will be approved based on the operational needs of the Company in the order they are received and provided that the number of employees scheduled for vacation at that time is below the minimum vacation requirements, which shall include those employees on floating holiday and single day vacation. Employees must provide the Employer with at least five (5) calendar days notice of the request, unless mutually agreed otherwise.

ARTICLE 6 – HOURS AND OVERTIME

6.01 Extra employees ordered to work shall receive at least four (4) hours pay, unless they voluntarily quit, fail to report for work on time (unless the extra has called in and is not more than fifteen (15) minutes late), or are discharged for cause.

6.02 All regular employees ordered to work shall be guaranteed weekly forty (40) hours work or pay, except in emergencies beyond the Employer's control, or where the employee quits, is laid off, fails to report for work, is tardy as set forth in Section 24.02 of this Agreement, or is terminated for just cause. Saturday shall be part of the regular workweek for any week containing a particular holiday, unless regularly scheduled. If called or scheduled to work on Sunday, an employee shall be paid one and one-half (1½) times the regular hourly rate for all hours worked.

*Inclement weather: When the Company does not operate because of inclement weather and there is no work available for employees reporting to work as scheduled, any employee so reporting who has called in to the Company that morning and was instructed by his/her supervisor to report to work will be paid four (4) hours, or five (5) hours for a 4/10 employee, at the straight time rate of pay. Employees may use sick pay, so long as the employee has at least twenty-four (24) hours banked sick leave, vacation or floating holiday pay for non-worked hours due to inclement weather.

6.03 Five (5) days, Monday through Saturday inclusive, shall constitute a week's work, unless mutually agreed to by the Employer and employee. This would affect new routes due to growth or at the customer's request (all existing routes would remain as Monday through Friday routes, except as provided below). All hours worked in a workweek over forty (40) hours shall be paid at time and one-half (1½). Provided that an employee works all scheduled hours (except approved absences and the first call out in any rolling twelve (12) month period) and completes all assignments during the week, all hours worked in excess of eight (8) hours in an employee's work shift on a five (5) day workweek shall constitute overtime and be paid at the rate of time and one-half (1½) the employee's regular rate of pay. Time worked does not include holiday pay, sick pay, or vacation pay.

6.03.1 Notwithstanding Section 6.03, the Employer may establish a workweek that consists of ten (10) hours each day. Employees on such schedule shall normally receive three (3) days off, two (2) of which must be consecutive days off with the understanding that a minimum of one (1) day of the three (3) days will be Sunday or Saturday, unless mutually agreed between the employee and Employer.

6.03.2 Provided that an employee works all scheduled hours and completes all assignments during the week (excluding approved absence and the first call out in any rolling twelve (12) month period): (a) all hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in a workweek shall constitute overtime and be paid at the rate of time and one-half (1½) the employee's regular rate of pay; and (b) any 4/10 employee reporting to work and not put to work will receive five (5) hours of pay.

Payment for holiday pay for normal scheduled days under Article 6, Death in Immediate Family under Article 13 and Sick Leave under Article 14 shall be for ten (10) hour days. If the holiday falls on a day the employee is not normally scheduled, there shall be eight (8) hours paid. This workweek shall be offered to qualified employees by seniority. If an insufficient number of employees volunteer for this workweek, employees, subject to qualifications, shall be scheduled by inverse seniority.

6.04 No employee shall be required to work in excess of two (2) hours beyond his/her scheduled shift (i.e. the completion of the employee's route or roll-off assignment) per day, except that the Employer's need for operational flexibility which may require working in excess of two (2) hours per day on occasion is understood and accepted, or unless the Employer and the affected employee(s) mutually agree in writing to work more than two (2) hours per day on a regular basis. Grievances claiming violations of this paragraph shall, if unresolved within five (5) workdays from the date a written grievance is filed, be referred to an arbitrator who agrees to hear the dispute within fifteen (15) calendar days thereafter and render an oral decision at the conclusion of the hearing. Such decision shall be final and binding. Upon ratification of this Agreement, the parties agree to identify at least three (3) acceptable arbitrators for this purpose.

6.05 Employees leaving the premises or their assignment prior to or after completion of their scheduled work shall be considered as off the payroll, regardless of payments made for unworked time, and shall hold the Employer harmless for any contingencies arising while off the payroll.

6.06 Under no circumstances shall there be duplication or pyramiding of overtime payments, and only hours for which the straight time rate is paid shall be used in calculating overtime pay.

6.07 The Employer will provide at least five (5) working days notice prior to any change in a regular employee's weekly starting times, shifts or workweeks, unless such change is due to an emergency or by order of a city or other municipality or is for a duration of less than five (5) days.

6.08

- A. In an effort to reduce involuntary overtime, the expected average number of hours worked each week for residential shall be no more than forty-five (45) hours on residential routes, and no more than fifty (50) hours for commercial and roll-off work. An employee working a 4/10 schedule will have a forty-four (44) hour expectation for residential routes, and forty-eight (48) hours for commercial and roll-off routes. This determination shall be based upon an employee that is working with purpose. Additional hours caused by unusual weather, traffic spikes, dumpsite problems, equipment breakdowns, seasonal yard waste (generally April – October) and seasonal roll-off work (generally June – October), extraordinary absenteeism or other factors beyond the Employer's control, such as acts of God, shall not be included in assessing the length of the standard route.
- B. In the event a route established by the Employer cannot be completed within the above expectation; and cannot reasonably be reduced for reasons such as geography (e.g. rural routes) and/or low density (e.g. Enumclaw), the Employer agrees to conduct a bid for the route. The most senior regular employee will be selected for the position. In the event no employees bid, the most junior regular employee in that line of business (residential, commercial, roll-off) will be assigned the route.

ARTICLE 7 – WAGES

See attached Appendix "A" for wages

ARTICLE 8 – VACATIONS

8.01 All regular employees, after one (1) year's service with the Employer, shall receive the following vacation benefit at their straight time rate in effect at their anniversary date of employment:

One (1) Year of Employment	One (1) Week Vacation
Two (2) Years of Employment	Two (2) Weeks Vacation
Eight (8) Years of Employment	Three (3) Weeks Vacation
Fifteen (15) Years of Employment	Four (4) Weeks Vacation
Twenty (20) Years of Employment	Five (5) Weeks Vacation

8.02 The Employer shall make available the entire calendar year for vacation scheduling, with the exception of the weeks following the Christmas and New Year's holidays. Employees shall schedule vacations in accordance with seniority and classification. Upon management approval, employees shall be permitted to schedule vacations during the weeks of Christmas and New Year. Such vacation requests shall not be unreasonably denied.

8.03 Vacation lists shall be posted and all employees shall take their earned vacation accordingly. Based upon mutual agreement between an employee and the Employer, the employee may forego vacation and receive pay in lieu thereof.

8.04 Regular employees, who work less than eighteen hundred (1800) hours during the year shall have their vacation benefit prorated on the basis that eighteen hundred (1800) hours is a complete year of service (January 1 – January 1).

8.05 Upon termination of employment, all regular employees with at least one (1) full year of seniority who work less than eighteen hundred (1800) hours during the year, shall have their vacation benefit prorated on the basis that (eighteen hundred (1800) hours is a complete year of service (January 1 – January 1).

8.06 Any employee who voluntarily resigns his/her employment must give two (2) weeks' notice to the Employer to be eligible for the pro-rated vacation.

ARTICLE 9 – SETTLEMENT OF DISPUTES

9.01 Should a dispute or grievance arise, it shall first be discussed between the employee and his/her immediate supervisor, with the Steward present if requested by the employee or the supervisor. Such discussion shall take place within ten (10) calendar days of the latter of the occurrence or when the employee reasonably should have known of the occurrence. Should the involved parties fail to settle the matter within three (3) working days after the dispute or grievance has been submitted, the dispute or grievance shall be reduced to writing by the grieving party and a copy submitted to the other party to the dispute or grievance within fourteen (14) calendar days from the occurrence of the facts giving rise to the grievance. The grievance letter shall either state the Section(s) of this Agreement allegedly violated, the relevant facts, and the remedy sought, or include such information on the Union's Grievance Form.

9.02 The parties agree that they will convene a meeting within fourteen (14) calendar days from the Employer's receipt of the Union's grievance letter, for the purpose of resolving matters not resolved pursuant to Section 9.01.

9.03 Should the parties be unable to resolve the grievance within fourteen (14) calendar days of the meeting in Section 9.02, the matter may be moved to a Board of Adjustment consisting of four (4) members, two (2) appointed by the Employer and two (2) appointed by the Union, by providing written notice to the other party.

9.04 Both parties to the dispute or grievance shall present their position on the matter to the Board of Adjustment. The Board of Adjustment shall have the authority to arrive at a majority decision which shall be final and binding upon the parties.

9.05 If the Board of Adjustment fails to meet within fourteen (14) calendar days of the written notification of the creation of a Board of Adjustment, the dispute may be referred to arbitration as provided below.

9.06 All decisions of the Board of Adjustment shall be in writing and a copy sent to the Employer involved, the employee involved and the Union. If the Board of Adjustment fails to reach a majority decision on the dispute or grievance submitted to it within ten (10) days, such dispute or grievance may, within fourteen (14) calendar days thereafter, be referred to arbitration in accordance with the procedure set forth below.

9.07 Upon receipt by either the Union or Employer of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the Employer and the Union shall attempt to agree upon an Arbitrator. In the event no agreement has been reached in the selection of an Arbitrator within fourteen (14) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) qualified and approved Arbitrators using the sub-regional panel option (Oregon and Washington). The Arbitrator shall be selected by alternately striking names from the list until only one (1) name remains. A coin toss shall determine which party strikes first.

The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing or if either or both parties submit post hearing brief(s) within thirty (30) calendar days after receiving the post hearing brief(s) provided further that such brief(s) are to be submitted within thirty (30) calendar days of the close of hearing or sooner if mutually agreed. The Arbitrator's decision shall be final and binding on all parties hereto. Any decision rendered shall be within the scope of this Agreement, and shall not add to or subtract from any of the terms of this Agreement, nor shall such decision create a basis for retroactive adjustments.

It is recognized that the prompt and expedient settlement of disputes is compatible with desires of both parties and, therefore, the time limits set forth in this Article shall only be waived by a specific and written agreement.

9.08 If a matter is submitted to arbitration, the cost of the Arbitrator shall be borne by the losing party. All other costs and expenses, including the costs of representation, will be borne by the party incurring them.

9.09 All employee witnesses shall be free of reprisal and, in wages, shall be kept whole by the party requesting said witness.

9.10 An arbitrator shall have no power to add to, subtract from or to disregard, modify, or otherwise alter any terms of this or any other agreement(s) between the Union and the Employer or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent written agreement(s) between the parties, if any.

9.11 The right to process and settle employees' grievances is wholly dependent upon the provisions of this Article of this Agreement. The Union and the Employer agree to act promptly in all grievances.

9.12 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representative of the Employee(s) involved.

9.13 If the Arbitrator finds there was just cause for disciplinary action, the Arbitrator will not reduce the discipline rendered. Progressive discipline is understood, except where misconduct was so serious as to warrant discharge or suspension without a prior warning.

ARTICLE 10 – SUBSTANCE ABUSE PROGRAM/DRUG ALCOHOL TESTING

10.01 Where the Employer elects to perform a drug or alcohol screen, whether based on reasonable suspicion, in conjunction with a D.O.T. or other regularly scheduled physical examination or pursuant to applicable law or regulation, refusal by the employee to submit to the drug or alcohol screen, or a positive test result, shall constitute grounds for termination.

10.02 The Employer and the Union have developed an agreed Substance Abuse Program, allowing an employee (prior to committing violation of Company Rules) on a one-time basis, a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug use. A precondition to the approving of such leave of absence shall be execution by the employee, Employer, and Union, of the "Employee Agreement to Participate in a Substance Abuse Treatment Program" (See attached document Appendix "B").

10.03 The parties agree that the Employer's drug and alcohol policy, as from time to time modified, shall apply to all employees covered by this Agreement. The Employer will provide thirty (30) days notice to the Union and employees of such changes unless otherwise required by the Department of Transportation.

ARTICLE 11 – HEALTH & WELFARE, DENTAL AND VISION BENEFITS

11.01 Effective June 1, 2012 (based on May hours for July coverage), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, Inc., for each regular employee who received compensation for eighty (80) hours or more in

the previous month and each probationary employee who completed five hundred twenty (520) hours of service in the previous six (6) months and received compensation for eighty (80) hours or more in the previous month the following:

- a. Health & Welfare - Contribute the sum of \$1,006.70 per month for continued benefits under the Medical "Plan B." This Plan includes the following:

Medical "Plan B"	\$ 964.90
Life AD&D "Plan B"	\$ 4.40
Time Loss "Plan B" (\$300 weekly benefit)	\$ 12.00
9 Month Waiver of Premium	\$ 11.40
Domestic Partner Coverage	<u>\$ 14.00</u>
<i>Total</i>	<u>\$1,006.70</u>

- b. Dental - Contribute the sum of \$85.90 per month for benefits under the "Plan B" with Domestic Partner Coverage.
- c. Vision - Contribute the sum of \$14.20 per month for benefits under the "Extended Benefits" with Domestic Partner Coverage.

11.02 Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, The Employer will pay any increases required by the Trust to maintain benefits under the Plans identified in Section 11.01 above to a maximum total contribution annually for all benefits as follows:

Effective January 1, 2013, the Employer agrees to pay up to an additional \$79.11 per month for the plans listed in 11.01.

Effective January 1, 2014, the Employer agrees to pay up to an additional \$86.24 per month for the plans listed in 11.01.

Effective January 1, 2015, the Employer agrees to pay up to an additional \$93.94 per month for the plans listed in 11.01.

Effective January 1, 2016, the Employer agrees to pay up to an additional \$107.25 per month for the plans listed in 11.01.

Effective January 1, 2017, the Employer agrees to pay up to an additional \$121.17 per month for the plans listed in 11.01.

Effective January 1, 2018, the Employer agrees to pay up to an additional \$125.93 per month for the plans listed in 11.01.

11.03 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

11.04 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability therefore, implement any economic persuasion (work stoppages, slow downs or similar activities excluded) deemed expedient and such shall not be a violation of this Agreement.

11.05 The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

11.06 The Union agrees that in each year of this Agreement they will not request additional benefits and the Employer agrees to pay any increase in the contribution rates as required by the Trustees to maintain these benefits up to the caps set forth in Section 11.02 above; provided however, that employees shall pay a monthly contribution as follows:

Effective June 1, 2012, employees will pay a minimum of \$30.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2013, employees will pay a minimum of \$40.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2014, employees will pay a minimum of \$50.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2015, employees will pay a minimum of \$60.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2016, employees will pay a minimum of \$65.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2017, employees will pay a minimum of \$65.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

Effective January 1, 2018, employees will pay a minimum of \$70.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package as well as any excess above the Employer's monthly maximum total contribution as listed in Section 11.01.

This contribution and any contributions required due to rate increases that exceed the Employer's cap, will be made by the employee in a lump sum monthly deduction made pre-tax through an IRS 125 Plan.

ARTICLE 12 – PENSION PLAN

12.01 Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees (including regular, casual, temporary extra and probationary employees) who perform the work listed under the classifications and wage section of this Agreement for every straight time hour for which compensation is paid, said amounts to be computed monthly, provided that the maximum monthly contribution shall not exceed one hundred eighty-four (184) straight-time hours or two thousand eighty (2080) straight-time hours annually:

Effective Date	Basic Contribution Rate	<i>(*Program for Enhanced Early Retirement)</i>	
		*PEER/84 Contribution Rate	Total Contribution Rate
6/1/12	\$3.85	\$0.25	\$4.10
6/1/13	\$4.04	\$0.26	\$4.30
6/1/14	\$4.23	\$0.27	\$4.50
6/1/15	\$4.41	\$0.29	\$4.70
6/1/16	\$4.60	\$0.30	\$4.90
6/1/17	\$4.79	\$0.31	\$5.10

12.02 Probationary Employees: For probationary employees hired on or after date of ratification, the Employer shall pay ten cents (\$.10) per hour (nine cent (\$.09) basic + one cent (\$.01) PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustees, for the first (1st) ninety (90) calendar days from initial date of hire, for each hour for which compensation is paid, said amount to be computed monthly. If and when this period is completed, the full contribution rate shall apply commencing on the first (1st) day after the ninety (90) calendar day probationary period is completed as described in Section 12.01 above.

12.03 The contributions shall be due and payable to the area administrative office no later than ten (10) days after the end of each month. In the event the Employer fails to make the monetary contributions in conformity with this Section of the Agreement, the Trustees shall be free to take any action which is necessary to effect collections, and the Employer shall pay all costs of collections, including reasonable attorney fees.

12.04 Vacation time will be considered as time worked for the purpose of the Company contributions referred to above.

12.05 In the event an employee received report-in pay, pension contributions for such employee shall be credited, and pension contributions submitted in a prorated amount based on the hourly contribution rate under this Section and employee's actual hours worked.

12.06 In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including, when legally required to make pension contributions up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

ARTICLE 13 – DEATH IN IMMEDIATE FAMILY

13.01 In the event death occurs in the immediate family regular employees shall receive up to three (3) consecutive regular work days off with pay when necessary to arrange and attend the funeral. The Employer may require verification of the date and place of funeral.

13.02 "Immediate family" shall be defined as a wife, husband, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), son, daughter, mother, father, brother, sister, niece, nephew, mother-in-law or father-in-law, current stepchildren, grandparents, grandparents-in-law, adopted children, grandchildren, and foster children.

ARTICLE 14 – SICK LEAVE

14.01 Regular employees shall accumulate forty-eight (48) hours of sick leave, on the basis of one (1) hour per forty (40) hours of compensation. Benefits shall be payable for bona fide absences caused by illness or accident commencing the first scheduled working day of sickness. Sick leave is not to be paid for holidays.

14.02 Unused sick leave shall be accrued in a sick leave bank, up to three hundred and fifty (350) hours.

14.03 Sick leave benefits shall apply only to bona fide cases of sickness and accidents. An employee who is collecting Workers' Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers' Compensation temporary disability benefits are less than the amount of the sick benefits

provided herein for such period, such employee shall receive sick benefits in addition to such Workers' Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he/she would have otherwise received as provided herein.

14.04 The Employer shall have the right to insist on a statement from the employee's doctor. If there is a pattern of abuse (and the Employer has notified the employee of the pattern/abuse), or an absence of three (3) or more days, the Employer has the right to send an employee to its own doctor. This doctor shall either be affiliated with a hospital or approved by the Union. If the second doctor determines the employee is able to work, the employee shall not be eligible to receive coordinated sick leave benefits otherwise provided for in Section 14.03.

14.05 Sick leave accumulations for each employee shall be furnished upon request. Upon retirement an employee shall be paid fifty percent (50%) of his/her sick leave accumulation remaining in the bank as of the date of retirement.

14.06 The Employer may assign employees who are injured on-the-job and eligible for workers' compensation benefits "light duty" work within their physical limitations as approved by their physician.

14.07 Employees on state L&I leave shall make arrangements to contact the Employer at least twice a week, unless otherwise mutually agreed.

ARTICLE 15 – SENIORITY

15.01 All employees shall acquire seniority and become a regular employee within the bargaining unit as described in this Agreement after seven hundred twenty (720) hours service (i.e., time actually worked). Seven hundred twenty (720) hours service must be acquired within a six (6) month period and if so acquired, seniority shall be retroactive as of the first day of hire. Prior to attaining seniority, an employee may be discharged or laid off at the sole discretion of the Employer and such action may not be made the subject of a grievance.

15.02 Seniority shall prevail in the event of a layoff; the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired, provided the employee has the qualifications and ability to perform the work or job in question. An employee on lay-off status must keep the Employer advised of his/her current address.

15.03 Seniority shall be lost, and employment shall be terminated, for any of the following reasons:

- a. Justifiable discharge;
- b. Voluntary quit;
- c. Layoffs of twelve (12) months or more;

- d. Absence from work because of a non-occupational illness or injury of twelve (12) months or more;
- e. Absence from work because of an occupational illness or injury of eighteen (18) months or more;
- f. Retirement;
- g. Failure to report to work within three (3) working days after recall;
- h. Absence for three (3) consecutive work days without notice to Employer;
- i. Failure to report to work on agreed date of return upon termination of leave of absence.
- j. Work outside the bargaining unit for the same employer for six (6) months (shall result in bargaining unit termination, subject to Section 15.08).

15.04 Seniority shall also prevail regarding the selection of vacation times.

15.05 All employees shall complete their route or work assignment each day, unless otherwise instructed by the Employer. Overtime on non-scheduled work days shall be offered on the basis of seniority among those employees who normally perform the particular work in question and the Employer may rely upon a weekly sign-up list for available overtime work in making such assignments. The Company may require the least senior of such employees to perform such work if there are insufficient volunteers. Should any employee be bypassed or overlooked when offering any non-scheduled overtime, the sole remedy for such employee (provided he/she raises an objection within seventy-two (72) hours) shall be the right of first refusal for the next following day of non-scheduled overtime.

15.06 A list of employees, arranged in the order of their seniority, shall be posted in a conspicuous location at their place of employment. The Employer will provide the Union with an updated seniority list at least every three (3) months, or earlier upon written request, for posting on the Union bulletin board.

15.07 The Employer reserves the right to move, arrange or adjust personnel within the classification areas, respectively, of operation. Employees may bid on a permanent job vacancy in another classification within the bargaining unit. The job will be awarded to the most senior qualified bidder. Additionally, all vacant recycle, commercial, food and yard waste routes within the same classification, whether the result of adding routes or an employee quit, termination, transfer or promotion shall be filled by the most senior qualified employee.

Only the initial job vacancy and the first vacancy created will be subject to this provision, and any subsequent vacancy (e.g., a vacancy created by promotion or transfer of a successful bidder) may be filled at the Company's discretion, except if this were to deny a promotional opportunity for an employee to transfer to a higher paying classification. Bids shall be awarded within five (5) working days after the conclusion of the bidding process, with the vacancy being filled within sixty (60) calendar days after the bid is awarded.

15.08 Qualified employees working under this Agreement will be awarded permanent vacancies in the Waste Management of Washington, Inc. sanitation (Local 174) bargaining unit based upon seniority. The Employer will use its best efforts to give those employees who so desire the opportunity to qualify on equipment outside their own job category. An employee so transferring will be paid not less than eighty percent (80%) of the appropriate rate of pay under the sanitation agreement. At such time as the employee becomes eligible for vacation benefits under the sanitation agreement, he/she will be credited with time worked as a regular employee under this Agreement for the sole purpose of determining the level of vacation benefits.

Should an employee return to this bargaining unit for any reasons during the first six (6) months of moving to the sanitation bargaining unit, or be laid off from that unit at any time for lack of work, the employee will be returned to available work under this Agreement. The employee shall retain the seniority previously accrued while working in this bargaining unit, but shall not accrue any additional seniority for time spent outside this unit. The employee shall either be assigned to a vacant position, or displace the least senior employee in the unit. Thereafter, the employee may exercise his/her seniority to bid on available positions. The employee shall retain his/her recall rights under the sanitation agreement (nine (9) months), and the one (1) year provision of Section 15.07 shall not preclude such a recall.

15.09 When an employee receives training on equipment in order to be able to learn how to perform the duties in a higher classification under this Agreement, the employee shall be paid at his/her existing rate of pay for the duration of the training. The training will be for up to two (2) weeks, unless otherwise mutually agreed. This Section will be inapplicable if the employee is assigned the duties of a higher classification, and performs such duties by himself/herself. When this occurs, the employee shall be paid the higher rate.

ARTICLE 16 – SEVERABILITY AND SAVINGS

16.01 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect.

16.02 Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. The Employer shall not be bound by any requirement which is not specifically stated in this Agreement, including but not limited to any past practice of the Employer or understanding with any employee or group of employees, unless such practices or understandings are set forth herein. It is understood, however, that there is nothing herein which prohibits the parties from changing the terms of this Agreement by mutual agreement in writing.

ARTICLE 17 – STRIKES AND LOCKOUTS

17.01 During the term of this Agreement, or any extension of this Agreement, the Company shall not lock out the employees covered by this Agreement, and no strike shall be caused or sanctioned by the Union or its members and neither the Union nor any of its members or representatives nor any employee shall call, cause, authorize, ratify or engage in any sit-down, stay-in or other strike, sympathy strike, picketing, walkout, slow down or work stoppage or any other interference with production or stoppage of work.

17.02 Notwithstanding Section 17.01, it shall not be a violation of this Agreement, or cause for discharge or permanent replacement of any employee or disciplinary action of any kind if an employee voluntarily refuses to cross or work behind a lawful primary picket line approved by Joint Council No. 28, including picket lines at the Employer's place of business.

ARTICLE 18 – BARGAINING UNIT WORK

The work of the Local Union's bargaining unit must be performed only by employees belonging to said unit, except in cases of emergency and training or where bargaining unit employees are not available.

ARTICLE 19 – MEAL AND REST BREAKS

19.01 Meal Periods: Employees who are scheduled to work more than five (5) hours in a day shall be allowed an unpaid meal period of at least thirty (30) minutes between their second (2nd) and fifth (5th) hours of work. Upon written request to the Employer, employees may voluntarily waive their meal period. Employees who are scheduled to work more than three (3) or more hours longer than their regularly scheduled work shift shall be allowed a second (2nd) unpaid meal period of at least thirty (30) minutes. Upon written request to the Employer, an employee may voluntarily waive this second (2nd) meal period. If an employee is eligible for a second (2nd) meal period, the employee must be allowed to take such second (2nd) meal period as near as possible to the midpoint of the additional work period that follows their regularly scheduled shift. The parties agree that applicable state law applies to the waiver of the employee meal periods.

19.02 Rest Periods: Each employee shall be allowed two (2) ten (10) minute paid rest periods during each shift, one (1) to be taken each half (1/2) shift. Such rest periods shall be taken as near as possible to the midpoint of each half (1/2) shift. No employee shall be required to work more than three (3) hours without a rest period. If the nature of the employee's work allows the employee to take intermittent rest periods equivalent to ten (10) minutes for each half (1/2) shift, scheduled rest periods are not required.

19.03 Recording Time: Employees must record their actual time worked. Each employee is responsible for maintaining his or her own time record. Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Employees must also record any departure from work for any non-work related reason.

Should an employee fail to record his or her time, or should a known error occur, the matter should be reported to a supervisor. Employees may not mark, erase, or make changes on time cards. Altering, falsifying, and/or tampering with time records, or recording time on another employee's time record is prohibited.

19.04 Notification: If circumstances do not permit an employee to take his or her meal (or rest) period, it is the Employee's duty and responsibility to notify his or her supervisor that he or she was not permitted to take a meal (or rest) period.

19.05 Settlement of Disputes: Any complaint arising in connection with the application or interpretation of this Article, including but not limited to claims regarding alleged missed meal and rest periods and alleged payments shall be subject to the Settlement of Disputes procedure set forth in Article 9 of this Agreement. The Arbitrator shall have the authority to award appropriate remedies under Washington state law.

ARTICLE 20 – MANAGEMENT RIGHTS

20.01 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and require their observance. The Union recognizes that the Employer retains the right to operate and manage the business, to direct, control, and schedule its operations and workforce and to make any decisions affecting the business. The Employer shall have the sole right to direct the working force in the performance of their work assignments, including the assignment of jobs and equipment, promotions and demotions, as well as to regulate the general working conditions in relation to the efficiency of the operations. The Employer's exercise of these rights shall be subject to the terms and conditions of this Agreement.

20.02 If an employee is assigned in any one (1) day for four (4) hours or more to work operations for which the minimum wage rate herein specified is higher than his or her regular straight-time hourly wage rate, then, in that event, such employee shall be paid not less than the minimum wage rate herein specified for such work operation for the entire period of such assignment.

20.03 The Employer also reserves the right to inspect, review and revise each employee's work, the level of performance and other items pertinent to a safe and efficient operation.

20.04 Outside work interfering with the employee's performance of duties shall, upon Employer direction, be terminated.

20.05 Employees will not be allowed to salvage any materials from the Employer's premises or from any drop-off boxes, or other locations which they may come in contact with during working hours without the Employer's written consent.

20.06 The Employer shall be the sole judge of the competency of all employees, but shall not exercise that judgment in an arbitrary or capricious manner. If an employee is not performing to the Employer's satisfaction within the first six (6) months of his/her assignment to a new position, he/she may be reassigned by the Employer to available work. Appropriate disciplinary action shall apply after six (6) months. However, the foregoing shall not preclude the Employer from taking disciplinary action during the six (6) months.

ARTICLE 21 – BULLETIN BOARD

The Employer shall provide the Union with a bulletin board to be used for posting matters relating to Union meetings, Union social events, Health and Welfare information and copies of Union newsletters. Only the Union is authorized to post materials on this board.

ARTICLE 22 – SAFETY

22.01 The Employer shall not require employees to operate unsafe equipment or take out unsafe vehicles. Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe by the mechanical department prior to further use.

22.02 Employees shall, no later than the end of the shift, report all defective equipment. Such reports shall be made on a suitable form furnished by the Employer. One copy shall be kept in the truck.

22.03 Any employee involved in a work-related injury or in any accident or in an incident resulting in damage to a Company vehicle, other property, or injury to persons shall immediately report the same to his/her supervisor/manager.

22.04 Fines and assessments as a result of citations issued to the driver which are due to the fault of the Employer shall be paid by the Employer.

22.05 The Employer shall furnish, launder and pay for uniforms, personal protective equipment and tools (i.e., flashlights and batteries, clipboards, pens and paper) to the extent they are required by the Employer. Employees shall wear required uniforms provided by the Employer, including hats bearing the Company emblem, as well as required personal protective equipment. Uniforms furnished by the Company shall be appropriately cared for and maintained by the employee. Uniforms that are given to the employee will be replaced by the Company if damaged or worn as a result of reasonable and foreseeable usage. Employees shall be dressed in uniforms and ready to work before clocking in to start their shift.

ARTICLE 23 – SUSPENSION AND DISCHARGE

23.01 Warnings, suspensions, or discharges not in accordance with the provisions of this Article are null and void. Prior to disciplining an employee, the Employer shall conduct an investigation of the facts.

23.02 No non-probationary employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated.

23.03 As a condition precedent to any suspensions or discharges, the Employer must have given the employee a written warning notice, wherein facts forming the grounds of the Employer's dissatisfaction are clearly set forth. The facts therein set forth must be of the same general type as those upon which the suspension or discharge is founded. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.

23.04 Copies of all warning notices, suspensions, or discharges shall immediately be forwarded to the Union, either by fax, email (including an attached copy of the actual discipline) or other method providing proof of receipt. The Union may utilize email notification when moving a grievance that has been filed from one step to the next, addressed to the manager (or designee) and Human Resources.

23.05 Warning notices not given and suspensions (including unpaid suspensions pending a discharge decision) and discharges (other than Section 23.06 exceptions) not executed within ten (10) working days of when the Employer learned of an incident, but in no event longer than forty-five (45) calendar days of any given incident, are null and void. Warning notices given within ten (10) working days shall be null and void under the provisions of this Agreement after twelve (12) months. The ten (10) working days time period referenced herein may be extended by mutual agreement. Except as otherwise mutually agreed, suspensions shall be served on consecutive business days and shall begin within five (5) working days of the discipline being imposed.

23.06 Exception: Warning notices are not necessary if the grounds for discharge are: dishonesty; theft; gross negligence resulting in an accident or incident; carrying unauthorized passengers while operating Employer's vehicles; violation of any of the Life Critical Rules (a copy of which is attached as Appendix "C"); intentionally punching or recording another employee's time card; failure to report an accident as required under Section 22.03; insubordination; profane, offensive or abusive conduct or language toward a customer or other person encountered in the normal course of business; unauthorized possession of firearms; fighting while on duty (aggressor only); violation of Article 17; possession, sale, use or being under the influence of alcohol or drugs or controlled substances related to employment.

23.07 The Union may not challenge the appropriateness of a suspension (not to exceed ten (10) working days if preceded by a warning letter within the purview of Section 23.03 and 23.05, or the appropriateness of discharge if preceded by a suspension meted in response to an offense upon which the discharge is founded. In so agreeing, the parties recognize that suspension or discharge may be appropriate for serious first and/or second offenses. An employee discharged due to the demand of a city or government shall not be entitled to use the grievance procedure as a remedy to return to work servicing said city or municipality.

23.08 The Employer may use cameras and other tracking devices in any disciplinary matter, provided that (1) in the event cameras are placed on trucks, the Employer will not randomly use the cameras to initiate potential discipline, but rather only as part of an investigation begun for some other reason; (2) the GPS tracking system will not be used as a sole basis for imposing discipline unless the employee has been counseled as a result of the GPS information on that issue within the previous eight (8) months; (3) the GPS will not be used to initiate a route check; (4) the employee was informed in advance that the GPS, camera or tracking device was installed.

23.09 All employees must read and acknowledge receipt of copies of any current or future Company implemented, adopted or modified policies, safety procedures, work rules, drug/alcohol policies, attendance/tardiness rules or health or government rules. Acknowledgment of receipt by the employee does not signify that the policy/procedure is consistent with this Agreement.

ARTICLE 24 – ATTENDANCE AND TARDINESS POLICY

24.01 Incidents of absenteeism and tardiness will be documented on a daily basis by the Employer. Discipline will be administered based upon the following number of “occurrences” within a rolling twelve (12) month period:

<u>Occurrence</u>	<u>Discipline</u>
Third	Verbal Warning (memo to file)
Fourth	Verbal Warning (memo to file)
Fifth	Written Warning
Sixth	Written Warning
Seventh	Suspension
Eighth	Termination

24.02 Any continuous incident of absenteeism (i.e., caused by the same illness or injury) shall count as one (1) occurrence, except that no occurrence shall be charged for a scheduled surgery or pre-approved medical appointment made known to the Employer as far in advance as possible, and no later than the workday before the appointment. The Employer will make a good faith effort to approve time off requests when a medical appointment cannot be scheduled outside of work hours, and depending on the Employer's operating flexibility. For example, if an employee misses work due to a disabling accident that results in consecutive days off, the accident shall be treated as a single occurrence.

Tardiness shall count as one-half (1/2) an occurrence if an employee is late to the start of his/her shift by more than five (5) minutes but less than one (1) hour late. An employee who is more than one (1) hour late, without notification to the Employer, may be sent home without pay. Scheduled days off are not treated as an occurrence under this Article. If an employee goes home sick within the first two (2) hours of his/her shift, he/she shall be designated one-half (1/2) occurrence.

24.03 Being available for work on a regular basis is a condition of continued employment.

24.04 Employees will be allowed to punch in up to fifteen (15) minutes before their start-time with the understanding that no work will be expected prior to the start-time.

24.05 An employee absent on the day before or day after a vacation will receive an additional one-half (1/2) occurrence except for instances of continuous absence where the employee brings in a doctor's note as proof of illness or injury.

24.06 The employee may request an exception to the above rules based upon extenuating circumstances (e.g., vehicle accident, traffic spike, vehicle breakdown), provided that the employee calls the Company to discuss his/her situation prior to being tardy or absent for his/her regularly scheduled shift. The Company retains the sole discretion to decide whether to grant an exception. Phone numbers to contact supervisors will be made readily available.

24.07 Any employee that does not receive any occurrences during a six (6) month period will receive a one (1) occurrence credit to be used as an offset against a future occurrence. A maximum of two (2) occurrence credits per employee may be banked.

24.08 Failure to be on time for safety meetings that have been posted will result in one-half (1/2) occurrence for up to five (5) minutes late, and one (1) occurrence thereafter. This does not apply to drivers working on route prior to the start of the safety meeting. The Employer will endeavor to post notice of safety meetings in a conspicuous place at least forty-eight (48) hours in advance where reasonably possible.

24.09 Employees tardy for reasons of inclement weather shall not be issued an "occurrence" provided that the employee notifies their supervisor for approval (which shall not be unreasonably withheld) prior to the start of his/her regular scheduled shift, or as soon as reasonably possible. An employee must report for duty as soon as reasonably possible.

24.10 An absence or tardiness that is covered by FMLA or Washington Family Care Law will not count as an "occurrence" under this Article.

24.11 Employees are required to punch in prior to the start of their work shift. If an employee fails to punch in as required, he/she may be subject to progressive discipline.

24.12 Upon request, the Employer will inform an employee of their current number of occurrences.

24.13 Employees on a bid vacation week will not be required to attend a weekend safety meeting, and no occurrence will be charged. Employees will receive at least three (3) weeks' notice of a mandatory Saturday meeting, and no more than three (3) such meetings can be held in a calendar year.

24.14 One (1) full occurrence will be issued for employees who are up to five (5) minutes late three (3) times in a rolling six (6) month period. In this situation, the third tardiness will result in a full occurrence.

ARTICLE 25 – JURY DUTY

25.01 When a regular employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal court, the employee shall advise the Employer upon receipt of such call, and if taken from his/her work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service (up to a maximum of one hundred fifty (150) hours during the term of this Agreement); provided the employee exhibits to the Employer his/her properly endorsed check and permits the Employer to copy the check or voucher the employee received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount the employee received for such service from the amount the employee would have earned at his/her regular straight time hourly rate during the regular working hours the employee missed while performing such service. If an employee's absence would create a hardship on the operation of the business, the Employer and the employee shall cooperate in an effort to have the employee excused from jury service.

25.02 When an employee is excused from jury duty, either temporarily or permanently, on any scheduled workday, the employee shall contact the Employer for his/her work assignment.

ARTICLE 26 – WMBE SUBCONTRACT

The Employer may subcontract a portion of the work falling under this Agreement as may be necessary to satisfy WMBE requirements contained in any agreements between the Employer and its customers.

ARTICLE 27 – DEREGULATION AND COMPETITION

27.01 All parties acknowledge that the Employer is faced with intense competition from non-union operators for the acquisition of new work, as well as the retention of existing contracts which will come up for bid during the life of this Agreement. In recognition of these conditions, the Employer may, upon sixty (60) days advance written notice to the Union,

reopen any provision of this Agreement for the limited purpose of renegotiating terms so that it will be competitive from a labor cost standpoint with the firms it is competing against for that work.

27.02 If the residential recycle industry is deregulated during the term of the Agreement, or if the authority of the WUTC to regulate residential recycle collection and set rates is altered or transferred to any other government instrumentality, body, or agency, or if additional WUTC franchises or permits are issued to other companies, and this impacts the competitive nature of the recycle industry as it existed on June 1, 2002, the Union agrees to renegotiate wages, hours and working conditions upon the request of the Employer. If within thirty (30) days from such request the parties are unable to agree upon the modifications required and it becomes necessary for the Employer to immediately reduce wages or to alter hours or working conditions in order to remain competitive or to match prevailing wage rates, it may do so pending resolution of new contract terms. In the event the parties are unable to agree upon the nature of any modifications required, the issues in dispute shall be submitted to neutral arbitrator for determination according to the procedures set forth in Sections 9.03 and 9.04 of this Agreement.

ARTICLE 28 – EXTRA EMPLOYEES

28.01 The Employer may maintain a list of extra employees to work short routes (i.e., less than a full normal work week) and during periods of peak workloads, and to work in place of probationary and regular employees who are absent or otherwise unavailable. There shall be no more than one (1) short route per type of work, unless necessitated by geographical or scheduling considerations. Extra employees will not be utilized for Sunday overtime work when qualified regular employees are available. Extra employees will not be utilized for scheduled absences of one (1) week or more in the Commercial Recycle/Yard Waste Driver classification when qualified Curbside/Residential Recycle Drivers are available.

28.02 Extra employees shall not be eligible for the weekly guarantee contained in this Agreement, nor shall they acquire or accrue seniority or service (employment) credit. Extra employees shall become eligible for Pension benefits (Article 12) on their first day of employment, and for Health and Welfare benefits (Article 11) on the first day of the month following completion of seven hundred twenty (720) hours worked within a six (6) month period. Extra employees shall not be eligible for any of the other fringe benefits (i.e., such as paid Holidays, paid sick leave, Death in Immediate Family Leave, etc.) provided by the Employer, except that extra employees that have worked at least one thousand five hundred (1500) hours in the preceding calendar year, shall receive holiday and vacation benefits on a pro rated basis. All other terms and conditions of this Agreement shall apply. Extra employees shall be paid the wages specified in Appendix "A" with advancement under the wage progression based on days worked (instead of months or years) with twenty-two (22) days worked being regarded as the equivalent of one (1) month.

28.03 Extra employees will be offered vacancies in regular positions, subject to the normal probationary period, before hiring new employees. Upon completion of the probationary period specified in Section 15.01, seniority shall be established as of the date of the employee's assignment to the regular position. The extra employee with the most time with the Company will not be passed over more than once.

ARTICLE 29 – FLOATER POSITION

29.01 Definition: A floater is a unit employee who is available for assignment to any route, to be assigned by the Employer.

29.02 Qualifications: A floater must be capable of performing any route safely and efficiently. He/she must report for work on a consistent and timely basis. All aspects of the assignment must be completed in a timely and accurate manner, to include book work, truck preparation and all appropriate documentation.

29.03 Selection Procedures: When a regular floater position becomes available, the Employer will post the position. The Employer shall make a selection from among those employees who apply based upon seniority, but only if, in the sole judgment of the Employer, the senior employee's qualifications are comparable to those of the other bidders. The Employer shall not exercise this discretion in an arbitrary or capricious manner.

29.04 The Employer shall designate one (1) floater for each fifty-two (52) weeks of vacation accrued by bargaining unit employees.

29.05 An employee who is designated as a floater shall not simultaneously hold a permanent route.

ARTICLE 30 – D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington, D.C. 20001

The Employer will send on a monthly basis, one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such

authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The Local Union shall reimburse the Employer for the actual cost of administering the deductions.

ARTICLE 31 – PAYROLL

In cases of shortages of one hundred dollars (\$100.00) or more, the Employer will reimburse the employee the amount of the shortage by the end of the third (3rd) business day following notification to the Employer. If the shortage is less than one hundred dollars (\$100.00), the shortage will be corrected in the next paycheck. Employees shall immediately notify the Employer when an error is discovered in their paychecks.

ARTICLE 32 – LETTERS OF UNDERSTANDING

By reference herein, the Letters of Understanding, Memorandums of Understanding, and Appendices below are hereby made part of this Agreement and do not require individual Employer-Union signatures.

Appendix "A"	Wages
Appendix "B"	Employee Agreement to Participate in a Substance Abuse Treatment Program
Appendix "C"	Life Critical Rules
Letter of Understanding	Teamsters Local Union No. 174
Letter of Understanding	Transfer of Employees
Letter of Understanding	Training Pay
Letter of Understanding	Transfer of Employees (Health & Welfare)
Memorandum of Understanding	Yard Waste Drivers
Memorandum of Understanding	Monica Zebley
Letter of Understanding	Settlement Agreement Grievance No. 337-09 (Local 174 Bench Positions)
Letter of Understanding	Clear Alley Program (CAP)
Letter of Understanding	Paul Blaine - Red Circled Status
Letter of Understanding	Revision of Classification in Appendix A
Memorandum of Understanding	Seattle Paid Sick Time Ordinance

ARTICLE 33 – ECONOMIC PARITY

33.01 During the term of this Agreement should any other recycling company obtain more favorable economic terms and conditions in a contract with the Union, the Employer may serve upon the Union thirty (30) days' notice of implementation of the more favorable economic terms and conditions. During the thirty (30) day period, the Employer shall grant the Union ample opportunity to negotiate over the proposed implementation and its effects. Exception: If the Union successfully organizes an industry employer, this provision shall not apply to the first contract negotiated by the Union with the Company for a period not to exceed three (3) years.

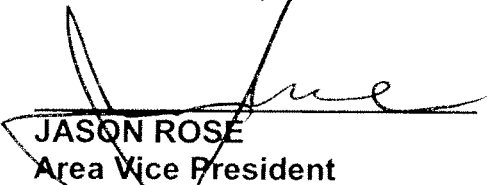
33.02 If, after thirty (30) days, the Employer in fact implements any or all of the economic terms and conditions which comprise the subject of the notice, the Union may challenge the appropriateness of the Employer's actions through the Settlement of Disputes Article or may take lawful economic action including a strike, notwithstanding the no-strike provisions of this Agreement.

ARTICLE 34 – DURATION OF AGREEMENT

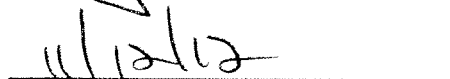
34.01 This Agreement shall be effective June 1, 2012 to and including May 31, 2018 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

34.02 It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to May 31, 2018 or May 31 of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement.

**WASTE MANAGEMENT OF
WASHINGTON, INC.**



JASON ROSE
Area Vice President

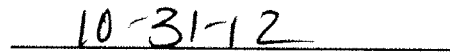


Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT**



TRACEY A. THOMPSON
Secretary-Treasurer



Date

APPENDIX "A"

WAGE RATES

CLASSIFICATIONS

Curbside/Residential Recycle Driver:

<u>Effective</u> <u>06/01/12</u>	<u>Effective</u> <u>01/01/13</u>	<u>Effective</u> <u>06/01/13</u>	<u>Effective</u> <u>12/01/13</u>	<u>Effective</u> <u>06/01/14</u>	<u>Effective</u> <u>12/01/14</u>	<u>Effective</u> <u>06/01/15</u>	<u>Effective</u> <u>12/01/15</u>	<u>Effective</u> <u>06/01/16</u>	<u>Effective</u> <u>12/01/16</u>	<u>Effective</u> <u>06/01/17</u>
\$21.92	\$22.32	\$22.72	\$23.12	\$23.52	\$23.92	\$24.32	\$24.92	\$25.52	\$26.27	\$27.02

Commercial Recycle/Yard Waste Driver:

<u>Effective</u> <u>06/01/12</u>	<u>Effective</u> <u>01/01/13</u>	<u>Effective</u> <u>06/01/13</u>	<u>Effective</u> <u>12/01/13</u>	<u>Effective</u> <u>06/01/14</u>	<u>Effective</u> <u>12/01/14</u>	<u>Effective</u> <u>06/01/15</u>	<u>Effective</u> <u>12/01/15</u>	<u>Effective</u> <u>06/01/16</u>	<u>Effective</u> <u>12/01/16</u>	<u>Effective</u> <u>06/01/17</u>
\$24.22	\$24.47	\$24.72	\$24.97	\$25.22	\$25.47	\$25.72	\$26.02	\$26.32	\$26.77	\$27.17

Container Delivery Driver/E-Waste/Fueler/Washer/Utility:

<u>Effective</u> <u>06/01/12</u>	<u>Effective</u> <u>01/01/13</u>	<u>Effective</u> <u>06/01/13</u>	<u>Effective</u> <u>12/01/13</u>	<u>Effective</u> <u>06/01/14</u>	<u>Effective</u> <u>12/01/14</u>	<u>Effective</u> <u>06/01/15</u>	<u>Effective</u> <u>12/01/15</u>	<u>Effective</u> <u>06/01/16</u>	<u>Effective</u> <u>12/01/16</u>	<u>Effective</u> <u>06/01/17</u>
\$17.35	\$17.55	\$17.75	\$17.95	\$18.15	\$18.35	\$18.55	\$18.75	\$18.95	\$19.25	\$19.60

NEW HIRES

Any new employee may be hired at a starting rate and shall progress to the appropriate contractual rate at least in accordance with the following:

- 80% for the first year of employment.
- 90% for the second year of employment.
- 100% upon completion of two (2) years of employment.

Boot Allowance: Employees will be reimbursed up to one hundred fifty dollars (\$150.00) per full calendar year for approved safety boots.

Floater and Premium Pay: A floater designated by the Employer shall receive five percent (5%) premium pay (Yard Waste Rate). If an employee works on a route in a different classification, he/she shall be paid the higher classification rate of pay for all hours worked for the day. If the pay is equal, the employee shall be paid the floater rate premium for all hours worked. The floater rate shall not apply to those helping on another route after the completion of their duties, regardless of their classification.

APPENDIX "B"

**EMPLOYEE AGREEMENT TO PARTICIPATE IN A
SUBSTANCE ABUSE TREATMENT PROGRAM**

In order to continue my employment, subject to my participation in the employee substance abuse treatment and aftercare programs referred to below, I hereby agree that:

1. I will participate fully and in good faith in the prescribed treatment program until such time as the director of such program determines that I have satisfactorily completed the program and releases me therefrom.
2. I will also participate in good faith in the prescribed aftercare program until released as set out in Item 1 above.
3. Upon my release from the treatment program or upon my return to work, whichever first occurs: (a) I will be subject to unannounced substance abuse tests from time to time for a period of three (3) years; (b) in the event any of such tests should indicate use by me of any of the substances tested for, or if I should refuse to submit to any such tests, my employment may be terminated immediately; and (c) I will continue to be subject to all of my Employer's employment policies and procedures, and may also be disciplined or terminated at a time in accordance therewith.
4. I fully release and discharge Teamsters Local Union No. 117 and Waste Management of Washington, Inc. and its subsidiaries, affiliates, predecessors, assigns and their officers, directors, employees, agents and attorneys, past and present (collectively, Teamsters and Waste Management of Washington, Inc.) from any and all liabilities and claims now known or unknown, arising out of my participation in the programs referred to above or any actions which the Teamsters and Waste Management of Washington, Inc. has taken or may take in connection therewith; and I will indemnify, defend and hold harmless the Teamsters and Waste Management of Washington, Inc. from and against any and all actions, suits, proceedings, judgment and orders, and the costs of defense and settlement thereof (including reasonable attorney's fees), arising out of my participation in such programs or any such actions of the Teamsters and Waste Management of Washington, Inc..
5. This agreement will be binding upon my heirs and personal representatives.

Date: _____

Acknowledged and agreed to:

Witness: _____

Employee: _____

Accepted:

By: _____
Title _____
Union Representative

APPENDIX "C"

LIFE CRITICAL RULES

--COLLECTIONS--

1. **Never** back a vehicle with someone in the riding steps.
2. **Never** back a dual drive vehicle from right side without the proper mirrors, camera(s)/monitor.
3. **Never** exceed the speed limits posted or set by policy for school zones, riding steps, and stand-up right-side driving.
4. **Always** safely secure the vehicle.
5. **Always** comply with seatbelt rules.
6. **Never** zigzag.
7. **Never** double side unless approved by DM and specific conditions are met.
8. **Never** modify or disable equipment safety devices.
9. **Always** comply with tipping floor or workforce rules.
10. **Always** apply parking brakes when exiting a vehicle.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Teamsters Local Union No. 174

This Letter of Understanding is entered into by and between Waste Management of Washington, Inc. ("Employer"), General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, (hereinafter "Local 174"), and Teamsters Local No. 117, affiliated with the International Brotherhood of Teamsters, (hereinafter "Local 117"). The Employer, Local 174 and Local 117 agree as follows:

Employees from the Local 174 bargaining units who did not progress through a Teamsters 117 Agreement with the Employer that are subject to a reduction in force necessitated by a loss of all or part of a major city contract shall be entitled to bump the least senior employee working in the Local 117 Agreement that acts as a feeder into the employee's bargaining unit, based upon date of hire seniority.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Transfer of Employees

This Letter of Understanding is entered into by and between Waste Management of Washington, Inc. (hereinafter collectively referred to as the "Employer") and Teamsters Local Union No. 117 (hereinafter referred to as the "Union") to clarify issues of mutual concern following resolution of the Teamsters Local Union No. 174/Waste Management of Washington Master Agreement (hereinafter "Master Agreement"). The Employer and Union agree as follows:

1. Section 26.08 of the Master Agreement provides that employees transferring into the Master Agreement from the Employer's Collective Bargaining Agreement with the Union may be returned by the Employer to the recycling unit. During the trial period, transferred Teamsters Local Union No. 117 employees have access to the grievance procedure for discipline but may not grieve return to the Teamsters Local Union No. 117 bargaining unit. The Employer and Union agree that employees who are returned to the Teamsters Local Union No. 117 bargaining unit will have access to the Settlement of Disputes provisions of the Collective Bargaining Agreement between the Employer and Union to challenge the Employer's action.
2. Section 12.07 of the Master Agreement provides that when a floater position under the Master Agreement becomes available, the Employer will bid the position. The Employer selects the senior bidder demonstrating a good attendance and accident record, which is defined as three (3) or fewer attendance occurrences and no more than one (1) preventable accident in the previous twelve (12) months. The Employer and Union recognize that in the event no employees working under the Master Agreement bid on an open floater position, the position will be staffed by a transferring Teamster Local Union No. 117 employee. In order to receive the open floater position, the Local 117 employee must be qualified to drive the equipment required of the Floater position.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Training Pay

The parties agree that trainer pay will be one dollar (\$1.00) per hour for each hour spent acting as a trainer. Training pay is applicable whenever a driver is training a new employee or another employee on how to drive different equipment. Training pay shall not apply in situations where an employee is showing another employee a route.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Transfer of Employees (Health & Welfare)

In the event that a division of Waste Management of Washington, Inc. is discontinued, those employees transferring into existing positions within the Company covered under the Collective Bargaining Agreement, who have completed seven hundred twenty (720) hours of work with the Company, will not have to satisfy the seven hundred twenty (720) hours of work requirement under the Collective Bargaining Agreement in order to qualify for Health & Welfare contributions to commence. Once such employee first completes eighty (80) compensable hours in a month under the Collective Bargaining Agreement, contributions will be made to the Health & Welfare Plan in the following month. Such employees will qualify for medical coverage pursuant to the Plan rules, currently the month following the Employer's first contribution on their behalf.

MEMORANDUM OF UNDERSTANDING
By and Between
WASTE MANAGEMENT OF WASHINGTON, INC.
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brotherhood of Teamsters

Re: Yard Waste Drivers

The Parties signatory to a 2012-2018 Labor Agreement agree that as of December 1, 2008 and throughout the duration of the current Labor Agreement, qualified displaced Yard Waste Drivers will be offered the opportunity to bump Recycle Drivers according to seniority, with the least senior Recycle Driver being laid off first. Yard Waste Drivers who are eligible for bumping rights under this Memorandum of Understanding must notify the Employer and Union of their intent to exercise their bumping rights within seven (7) calendar days of receiving notice of the layoff. Yard Waste employees who would otherwise be displaced and have exercised their right to bump a Recycle Driver will be paid the recycle rate for all work performed while working as a Recycle Driver until they are recalled to a yard waste position. The following list of current Yard Waste Drivers shall be red circled for the duration of the Labor Agreement and thus be paid their regular Yard Waste pay rate less one dollar and fifty cents (\$1.50) when bumping down into a residential recycling classification.

<u>North Sound</u>		<u>Seattle</u>
Nick Pretlow	Mikki Clow	Darwin Hetherington
Keith Thorpe	Shantee McKean-Goins	Breton Barrett
Jose Montoya	Randy Horton	Pavel Prisak
Mitch Latta	Daniel Izrailov	Gregory Adams
Nick Homer	Angel Torres	
Leo Holte	Humberto Vicencio	
Jeff Swindell	Monica Zebley	
Rob Chapman		

All other terms and provisions of the 2012-2018 Collective Bargaining Agreement shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the
International Brotherhood of Teamsters

Re: Monica Zebley

It is agreed by and between the parties that with respect to the position of Lead Driver (POD Leader) and Driver Trainer as it applies to Monica Zebley *only*, management will not demote Zebley or otherwise remove her from the position of Lead Driver (POD Leader) and Driver Trainer except for just cause, *provided*, the position of Lead Driver (POD Leader) and Driver Trainer continues to exist.

Further, while Ms. Zebley holds the title of Lead Driver (POD Leader) she shall receive a premium of one dollar and fifty cents (\$1.50), and while Ms. Zebley holds the title of Driver Trainer she shall receive a premium of one dollar (\$1.00), above scale including but not limited to any and all contractual wage increases.

This Memorandum of Understanding in no way effects management's right to eliminate the position of Lead Driver (POD Leader) and Driver Trainer entirely or to make decisions with respect to any other Lead Driver (POD Leader) and Driver Trainer position as set forth in the management rights clause, Article 20 of the Collective Bargaining Agreement.

All other terms and conditions of the Collective Bargaining Agreement shall remain intact.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Settlement Agreement Grievance No. 337-09 (Local 174 Bench Positions)

This Letter of Understanding is entered into by and between Waste Management of Washington – Seattle (hereinafter “Employer”) and General Teamsters Local Union No. 117 affiliated with the International Brotherhood of Teamsters (hereinafter “Local 117”).

The Employer and the Union are parties to a Collective Bargaining Agreement effective June 1, 2012 through May 31, 2018. In order to fully and finally resolve grievance #337-09, the parties hereby modify and amend their Agreement in the following respects:

1. The Waste Management employees listed below are working under the jurisdiction of Teamsters Local No. 117, and were on staff prior to March 30, 2009, and signed up for the 174 Bench position(s) on or before August 27, 2009.
2. Each of the employees listed below will be moved to full scale under the Local 117 collective bargaining agreement effective November 1, 2009.
3. Upon accepting a position in the Local 174 Sanitation Unit, each of the employees listed below shall have their contractual probationary hours (five hundred twenty – 520) waived and shall immediately be eligible for Health and Welfare contributions, Pension contributions, Holiday pay, Vacation Accrual, and Sick Leave Accrual benefits under the applicable contract between the Company and Local 174.
4. Additionally, upon accepting a permanent position in the 174 Sanitation Unit, the employees listed below shall immediately progress to full scale under the 174 agreement as if they had a 174 seniority date of March 30, 2009. Upon accepting a “Bench” position in the 174 Sanitation Unit, the employees listed below shall be paid 90% of scale. For example, if an employee listed below accepts a position in the 174 Sanitation Unit on March 30, 2010, that employee shall be considered to have worked 2080 hours under the 174 agreement. At no time shall any employee listed below suffer a reduction in wages.

5. Each employee listed below shall also receive a lump sum payment of three hundred dollars (\$300.00), which shall be subject to appropriate taxes.
6. This Agreement relates to the following employees:

Shawn Hidalgo
Bruce Cote
Andre Givens

Mathew Copple
Fabio Desimone

All other terms and provisions of the Collective Bargaining Agreement between the Employer and the Union effective June 1, 2012 through May 31, 2018 shall, for the duration thereof, apply with full force and effect to above mentioned drivers.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Clear Alley Program (CAP)

Waste Management of Washington, Inc. ("the Company") and the Teamsters Local Union No. 117 ("the Union") (collectively, "the Parties") are parties to a collective bargaining agreement set to expire on May 31, 2018. The Union and Company have met and agree to the terms and conditions set forth below. The conditions below will become effective immediately upon signing the Letter of Understanding.

The parties agree that pursuant to the City of Seattle mandate for a "Clear Alley Program" (CAP), the Company may create a schedule of CAP work routes to be performed on Sundays at the Waste Management of Seattle facility only. Additionally, for all hours worked on Sundays, the employee(s) shall be paid at the rate of time and one half (1½) of their regular rate of pay. Furthermore, if an employee works in excess of twelve (12) hours in his/her Sunday work shift, this shall constitute as overtime and shall be paid at the rate of double time (2x). This condition does not change any other practices concerning the scheduling of work on other week days and does not apply to any other business units.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Paul Blaine - Red Circled Status

Teamsters Local Union No. 117 and Waste Management of Washington, Inc. enter into the following Letter of Understanding in order to resolve a dispute between them concerning the displacement of Mr. Blaine from his Recycle Roll-Off position and the Skimming of Recycle Roll-Off work (the "work"), including the assigning of the work to Teamsters Local Union No. 174, at its Seattle facility:

1. Waste Management of Washington, Inc. agrees to and shall red circle Mr. Blaine's wages at the Commercial Recycle/Yard Waste driver wage scale, for the life of Mr. Blaine's employment with Waste Management, including any and all wage increase(s).
2. This is a full and final resolution of the dispute between the parties concerning the "Displacement of Mr. Blaine from his Recycle Roll-Off position and the Skimming of Recycle Roll-Off work (the "work"), including the assigning of the work to Teamsters Local Union No. 174, at its Seattle facility," and any related obligations under the Teamsters Local Union No. 117 - Waste Management of Washington, Inc. Collective Bargaining Agreement.

LETTER OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Revision of Classification in Appendix A

Waste Management of Washington, Inc. ("the Company") and the Teamsters Local Union No. 117 ("the Union") are parties to a collective bargaining agreement ("CBA") set to expire on May 31, 2018. There are currently at least two employees working at the Company who are performing work within the classification of "Container Delivery Driver/E-Waste/Fueler/Washer" found in Appendix A of the CBA. These employees are also performing utility work that is not currently included in the above referenced classification. It is the intent of the parties to incorporate that work within the "Container Delivery Driver/E-Waste/Fueler/Washer" classification found in Appendix A. The two (2) employees currently performing the above referenced work have signed authorization cards and the Company agrees to voluntarily recognize them, and any other current and future employees performing the same body of work, and bring them into the newly revised classification.

Therefore, pursuant to this Letter of Understanding, the above referenced classification in Appendix A shall be revised to read as follows: "Container Delivery Driver/E-Waste/Fueler/Washer/Utility:"

MEMORANDUM OF UNDERSTANDING

By and Between

WASTE MANAGEMENT OF WASHINGTON, INC.

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

Re: Seattle Paid Sick Time Ordinance

THIS AMENDMENT to the 2012-2018 Collective Bargaining Agreement (hereinafter referred to as "CBA") is made by and between Waste Management of Washington, Inc. (currently doing business as Seattle, Marysville and North Sound) hereinafter called the "Company" or "Employer" and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

WHEREAS, the Seattle's Paid Sick Time and Safe Time Ordinance provides paid sick time and safe time to employees who work in Seattle, Washington;

WHEREAS, Seattle's Paid Sick Time and Safe Time Ordinance goes into effect on September 1, 2012; and,

WHEREAS, there is an existing CBA for an employer who is covered under the Seattle's Paid Sick Time and Safe Time Ordinance (Seattle Municipal Code 14.16);

THEREFORE, the parties agree in this Memorandum of Understanding to waive their rights and obligations under the Paid Sick Time and Safe Time Ordinance in accordance with SMC 14.16.120 until the expiration of the existing CBA.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Waste Management of Washington, Inc.

Teamsters Local Union No. 117

Employer Name

Labor Organization (Union) Name

6211 - 234th St SE

14675 Interurban Avenue South, Suite 307

Address

Address

Woodinville WA 98072

Tukwila WA 98168

City State Zip Code

City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: June 1, 2012 to: May 31, 2018

New Account Renewal — Account No. ^{106703, 107023,}
_{106666, 126953} Approximate No. of Covered Employees 145

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)				<u>Monthly Rate</u>
Medical Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C <input type="checkbox"/> WT-100	\$ 964.90
Life/AD&D	<input type="checkbox"/> A - \$30,000	<input checked="" type="checkbox"/> B - \$15,000	<input type="checkbox"/> C - \$5,000	\$ 4.40
Time Loss	<input type="checkbox"/> A - \$400/week	<input checked="" type="checkbox"/> B - \$300/week	<input type="checkbox"/> C - \$200/week <input type="checkbox"/> D - \$100/week	\$ 12.00
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only			\$ 11.40
Domestic Partners	<input checked="" type="checkbox"/> Domestic Partners - Medical			\$ 14.00
Dental Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C	\$ 83.70
Domestic Partners	<input checked="" type="checkbox"/> Domestic Partners - Dental			\$ 2.20
Vision Plan	<input checked="" type="checkbox"/> EXT			\$ 14.00
Domestic Partners	<input checked="" type="checkbox"/> Domestic Partners - Vision			\$ 0.20

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) June, 2012 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer

Jason Rose
Title/Assn Area Vice President

Date 11/12/12

For Union

Tracey A. Thompson
Title Secretary-Treasurer

Date 10-31-12