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**WASTE MANAGEMENT OF WASHINGTON, INC.  
D/B/A WASTE MANAGEMENT OF SEATTLE**

**AND**

**GENERAL TEAMSTERS LOCAL 174**

**2010 - 2015**

**SANITATION AGREEMENT**

**WASTE MANAGEMENT OF WASHINGTON, INC.  
D/B/A WASTE MANAGEMENT OF SEATTLE**

**AND**

**GENERAL TEAMSTERS LOCAL 174**

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**SANITATION AGREEMENT**

**DURATION AND RENEWAL CLAUSE:**

This Agreement between WASTE MANAGEMENT OF WASHINGTON, INC. (dba Waste Management of Seattle) and GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the International Brotherhood of Teamsters, shall be effective commencing upon ratification and shall continue in force and effect through March 31, 2015, and also thereafter, on a year-to-year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is nowise intended as "Notice of Termination."

If this Agreement is "opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written ten (10) day notice to the other party.

**GENERAL CONDITIONS**

**ARTICLE 1. UNION MEMBERSHIP**

1.01 The Employer hereby recognizes, during the term of this Agreement, Local Union No. 174, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all employees of the Employer who are employed at Employer's Facility located at 8111 1<sup>st</sup> Avenue South, Seattle WA 98108 and whose job classification is set forth in this Agreement.

1.02 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following employment or the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its Business Agent, delivers to the Employer a written notice that such employee is not in good standing in conformity with this section, after proper notification is given to the employee by the Union. Further, any liberalization from the Union's point of view which may be made in the Union shop provision as defined in the Labor

Management Relations Act, either by Congressional Amendment or Judicial Decision shall be adopted by the parties and made a part of this Agreement. "Good standing" shall be defined as the tendering of uniformly-required dues and initiation fees. ~~The Union agrees to hold harmless the Employer for any and all action taken by the Employer in response to the Union's direction.~~

1.03 Each year, or more frequently as reasonably necessary, the Union may request that the Employer submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hire date.

1.04 Thereafter, 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 reemployment of such employee. This provision shall apply only to employees in the bargaining unit.

1.05 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 the following month. The amount of such dues and assessments are those currently in effect or as may hereinafter be established.

For initiation fees, the Employer will deduct one hundred twenty five dollars (\$125.00) from a single payroll check each month until the full amount of initiation fees for the employee is paid to the Union.

When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last paycheck, provided the Union notifies the Employer in writing of the amount due before such paycheck is drawn.

The Union shall indemnify and hold 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.

The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one 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.

1.06 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

1.07 Employees shall have access to their personnel files and evaluation forms, before or after work hours, in accordance with applicable State law. The employee understands that the Employer must be available to satisfy this request. The Employer agrees to honor such requests in a timely manner.

1.08 The Employer shall provide suitable space for a Union bulletin board in each shop. Postings by the Union on such board are to be confined to official business of the Union, and on the Union's official letterhead or TITANS. If a locking bulletin board is provided, Union stewards and the Employer shall be given a key. The Employer shall not remove, tamper with, or alter any notice posted by the Union unless such notice is harmful to the Employer. Any such notice removed by the Employer shall be re-posted if the Union's position is sustained through the grievance procedure.

## ARTICLE 2. ROUTES

2.01 A truck, loaded on the route shall be dumped and/or returned to the yard by the employee loading same; exceptions: breakdowns, disposal problems, government ordinance or regulations, weather problems, due to operational needs of the Employer (which include the avoidance of overtime), WMS or other new equipment design or where the employee is physically unable to do so.

2.02 The Employer may discharge all employees involved whenever anyone other than the authorized number of bargaining unit employees are on a truck.

2.03 All bids will be posted within five (5) days of the bid being vacated for five (5) working days. Absent unusual circumstances, bids shall be awarded the next business day after selection and successful bidders will be assigned within ten (10) working days (Monday through Friday).

2.04 Openings within the Roll-off line of business shall be filled by the most senior driver that bids for a Roll-off opening. Any vacancy shall be open for bid, for a total of four (4) bids, which includes the original bid, and awarded to the most senior qualified employee who bids the vacated position. The next vacancy or vacant route shall be filled by the most senior Floater or Extra driver who desires the vacancy or the route. An employee may exercise his/her seniority under this section two (2) times in any twelve (12) month period.

Permanent route openings in the Residential and Commercial lines of business shall be offered to the most senior qualified employee who bids on that route. Any vacancy shall be bid in accordance with the provisions in this section for a total of four (4) bids, which includes the original bid. The next vacant route shall be filled by the most senior Floater or Extra driver who desires the route. An employee may exercise his/her seniority under this section two (2) times in any twelve (12) month period.

2.04.01 Once an employee has successfully bid for a route, the Employer may not unilaterally move the employee off that route except as necessary on a temporary basis.

2.04.02 All night shifts (i.e., shifts beginning between a.m. 4:00 p.m. through 2:00 a.m.) in every line of business shall be offered to the most senior employee that

bids for the shift. If there are insufficient bidders for the night shift, the Employer shall fill the open night shift in inverse seniority order.

2.04.03 A driver on vacation or approved leave during the period a bid is posted shall be permitted to bid within the defined bidding period. It shall be the responsibility of the driver to advise his/her supervisor of his/her bid for the opening or to ask his/her steward to advise the appropriate supervisor.

2.04.04 The Employer and the Union shall identify routes or lines of business in need of cross-training and develop cross-training opportunities.

2.04.05 An employee moving into a new route or position will be on probation for a period of sixty (60) days, and may be returned at the Employer's discretion to his/her former position at any time during that period, with notice provided to the Union. In the event the Employer exercises this right during this probation period, such action shall be subject to challenge up through Step 3 of the Grievance provisions of this Agreement, and shall not proceed further.

2.04.06 For purposes of this section, qualified refers to the demonstrated ability to drive the equipment, which may be established either through prior experience in driving the equipment or through training provided pursuant to Section 2.05.

2.04.07 Nothing in this section restricts the Employer's right to change or revise routes.

2.05 In the case of a job reassignment where it is necessary to train the reassigned employee, the training will be for a maximum of two (2) weeks unless mutually agreed otherwise and will be paid at the contract rate. Assuming there has been an expression of interest, the Employer shall make available training opportunities on a quarterly basis during times that the employees could normally not be working.

### ARTICLE 3. TIME CLOCKS

3.01 The Employer may install time clocks at any location for use by employees as the Employer deems appropriate. Whenever time clocks are not installed, the Employer shall provide an accurate method of recording time. Cards must be punched, or time recorded, by employee named on card only.

3.02 Upon request the Employer will provide weekly detail of hours worked.

### ARTICLE 4. NO STRIKE OR LOCKOUT

4.01 No employee shall be discriminated against for upholding legal Union principles. Any employee engaged in fulfilling Union-related duties, such as serving on a committee, shall not lose employment or be discriminated against for this reason.

4.02 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 primary picket line approved by the Union, including picket lines~~ at the Employer's places of business.

4.03 Except as expressly herein provided, the Union will not call or sanction, nor will the employees covered by this Agreement engage in any strike, work stoppage, slowdown, picketing or other forms of economic action directed at the Employer during the term of this Agreement. The Employer will not engage in any lockout during the term of this Agreement.

## ARTICLE 5. HOLIDAYS

5.01 The following days are holidays:

January 1<sup>st</sup>  
Martin Luther King Day or a Floating Holiday (at the Employer's option)  
Washington's Birthday (3<sup>rd</sup> Monday of February)  
Memorial Day (Last Monday of May)  
July 4<sup>th</sup>  
Labor Day (First Monday of September)  
Thanksgiving Day  
Christmas Day  
Floating Holiday

5.02 All non-probationary employees shall be paid for all holidays. If a holiday occurs during an employee's vacation, the employee shall receive holiday pay in addition to vacation pay. In order to be eligible for holiday pay, the employee must work the last scheduled workday immediately preceding and the first scheduled workday immediately following the holiday, and must also work on the holiday if scheduled.

5.03 No work shall be performed on Christmas Day. Further, no work shall be performed on Thanksgiving Day or January 1<sup>st</sup> unless such work is necessary. If work is necessary, it will be offered to senior qualified employees and will be paid at time and one-half (1-1/2) in addition to holiday pay. In the event there are insufficient volunteers, the work will be assigned to qualified employees on an inverse seniority basis.

The following Saturday shall be straight-time, unless Christmas or January 1<sup>st</sup> falls on Saturday or Sunday. If a holiday falls on a normal workday but it cannot be worked because the disposal sites are closed, the following Saturday shall become a normal workday and be paid at straight-time the normal straight-time rate of pay. An employee in Residential must work the Saturday in order to be eligible to receive the holiday pay.

5.04 All eligible non-probationary employees shall receive eight (8) hours of holiday pay for each of the nine (9) above-listed holidays. In the event an employee working a 4/10 schedule uses a floating holiday the employee shall receive ten (10) hours holiday pay. Work performed on holidays shall be compensated at the straight-time rate, with the exception that all work on Thanksgiving Day and New Year's Day and overtime on other holidays shall be time

and one-half (1-1/2). All holiday work carries an eight (8) hour guarantee if on a five (5) eight (8) shift and ten (10) hour guarantee if on a four (4) ten (10) shift. Extra employees shall receive ~~straight-time pay for holidays worked, with the exception of Thanksgiving Day and New Years Day, which shall be paid at time and one-half (1-1/2) the straight-time rate.~~

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 in the order they are received 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 seven (7) calendar days notice of the request, unless mutually agreed otherwise. Requests with less than seven (7) calendar days notice are subject to the Employer's operational needs. By January 15th of each year, the Employer may cash out unused floating holiday time at the employee's straight time rate of pay.

#### ARTICLE 6. HOURS OF WORK – OVERTIME

6.01 Regular employees shall be guaranteed five (5) consecutive days of work (for employees on a 5/8 schedule), or four (4) days of work, with two (2) consecutive days off, (for employees on a 4/10 schedule), and forty (40) hours per week, when work is available. All time worked over forty (40) hours in any workweek, or eight (8) hours in any workday (for employees on a 5/8 schedule) or ten (10) hours in a day (for employees on a 4/10 schedule) shall be compensated at time and one-half (1-1/2). Overtime and premium pay shall not be compounded or pyramided.

Regular full-time shift/workweek assignments (including the permanent change of an employee's start time) shall not be changed by the Employer unless seven (7) calendar day notice to the employee has been given, except for conditions beyond the Employer's control. However, this seven (7) calendar day advance notice may be waived upon mutual agreement between the Employer and the involved employee(s).

6.02 There shall be no three (3) day routes where routes can be combined or adjusted, with reasonable effort, to provide a four (4) or five (5) day workweek route. The Employer shall make good faith reasonable efforts to comply with this understanding. The weekly hours guarantee shall not apply in cases where three (3) day routes are established. The Union may challenge the establishment of such short routes through the Settlement of Disputes provisions if it can establish that the Employer can economically, efficiently, and operationally combine such routes so as to establish four (4) or five (5) day routes.

6.03 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 three 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 employee meal periods.~~

6.04 Rest Periods. Employees shall be allowed a paid rest period of not less than ten (10) minutes for each four (4) hours worked. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

6.05 Recording Time. Employees must record their actual time worked. Depending upon an employee's position and location, work time may be recorded by computer, handwritten documents or on pre-printed time sheets. 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.

Falsifying, and/or tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination.

6.06 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.

6.07 Employees shall be guaranteed four (4) hours work or pay at the applicable rate when reporting for duty as scheduled on any day outside of their regularly scheduled workweek.

6.08 Exception: Sections 6.01 and 6.02 shall not apply in cases of factors beyond the Employer's control which disrupt work schedules (e.g., weather emergencies, change of disposal regulations, disposal site restrictions, etc.), nor where the employee is tardy and his scheduled assignment has already left for the route.

6.09 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.

B.) In the event a route established by the Employer cannot be completed within the above expectations, 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 qualified 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.

C.) An employee that works more than twelve (12) hours in a workday shall receive double time pay for hours worked over twelve (12).



6.10 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 Employer harmless for any contingencies arising while off the payroll.

6.11 All extra weekend work and special events shall be assigned by seniority among qualified employees signing up for the work. Each location will establish a mutually agreeable posting procedure.

6.12 An employee that believes his/her route is longer than provided for in Section 6.09 may file a written request with the Employer for a route check. The route check shall be completed by the Employer within thirty (30) days unless extended by mutual agreement. If the matter is not resolved in a manner satisfactory to the Union, the matter may be submitted to the joint route committee for review. If the matter is not resolved at the committee, it may be submitted within ten (10) days to Step 3 of the grievance procedure. Upon request, the Union may receive a copy of any materials reviewed by the joint route committee in making its determination. The parties will expeditiously seek to resolve the matter through the grievance procedure.

6.13 A.) If the Employer determines that the route is longer than as provided in Section 6.09, it may either reduce the size of the route or bid it as provided in Section 6.09 (B). Prior to bidding, the employee on that route shall be given the opportunity to stay on the route. The parties recognize that there may be times when the time required to complete a route cannot be immediately reduced, and will work together in a reasonable fashion to explore alternatives during the interim period. In the event the Employer or the Joint Route Committee determines that a route is in violation of Section 6.09 (B) and a reduction is to be implemented, but has not been for sixty (60) days, the employee thereafter will be paid double time for the regularly occurring excess hours worked over the Section 6.09 expectations.

B.) The Employer may also initiate an audit on a route. The Union will be allowed to participate in the audit, prior to the Employer taking appropriate measures.

C.) Joint Route Committee. The Union and Employer shall mutually select three (3) or four (4) employees to participate on the Joint Route Committee. The parties shall provide the committee members with training on the routing process. Whenever there is a dispute concerning a potential violation of Section 6.09, two of the employees (selected at random) and two Employer representatives will meet to review the issues and issue findings. Any finding of the committee can only be overturned if it is arbitrary and capricious.

D.) Within sixty (60) days after execution of the Agreement, the Employer shall notify the Union of routes that cannot be reduced for reasons such as geography or low density in order to meet Section 6.09. Each employee on such a route will be given the opportunity to either continue working the route or to leave the route. If the employee elects to vacate the route, it will be bid. If the employee elects to stay on the route, it will not be subject to Section 6.09(A).

6.14 The Employer may establish a second shift. In the event shifts are established, employees will be allowed to bid by seniority for available shifts.

6.15 Employees will not be involuntarily required to work more than ten times a year, and more than twice a month, on a Saturday or Sunday, unless normally required to work the day(s) as part of the employees' normal schedule.

6.16 Employees working the night shift (any shift starting after 4 p.m. up through 2 a.m.) will receive twenty-five (25) cents per hour shift premium for all hours worked on that shift.

## ARTICLE 7. VACATIONS

7.01 Non-probationary employees shall receive paid vacations as follows:

- One (1) week after one (1) year.
- Two (2) weeks after two (2) years.
- Three (3) weeks after eight (8) years.
- Four (4) weeks after fifteen (15) years.
- Five (5) weeks after twenty (20) years.

7.02 Vacation periods shall be selected according to bargaining unit seniority. Earned vacations must be taken, except as provided below. The number of vacation slots available per week for bid shall be determined by counting the total number of bargaining unit employees eligible for vacations within a line of business, as of December 1 each year, and allowing ten percent (10%) of the employees in each line of business to select vacation. For Roll-off and Commercial lines of business, there shall be a minimum of two (2) vacation slots available each week.

Earned vacations must be taken except as otherwise provided in Section 7.07. During the first round, each employee will be limited to selecting a maximum of two (2) weeks vacation until all other employees have had the opportunity to make their selection, unless mutually agreed otherwise. Once all employees have had an opportunity to bid on the first round, the remaining vacation weeks left to be scheduled may then be picked by an employee in order of seniority. An employee shall have three (3) work days to enter his/her vacation bid. After three (3) days, the selection shall be moved to the employee with the next highest seniority. Employees who miss their scheduled time to select vacation may not bump/jump junior employees who have made their selection under this process. For purposes of vacation selection, Extras will be included in the Residential line of business, and Floaters will be included in the Commercial line of business. The bid process shall be completed by December 31.

7.02 Employees shall make requests for individual days off to the Employer. If the number of employees off are under the minimums specified in Section 7.02, the day off shall be granted. Additional requests may be approved based upon operational needs of the Employer.

7.03 Employees separated from employment for any cause after one (1) year of service as an employee shall be paid, pro rata, according to vacation earned up to the time of separation.

Unless not reasonably possible, any employee resigning work without providing the Employer two weeks notice shall forfeit accrued vacation.

7.04 The Employer may prorate vacations for employees with less than one thousand seven hundred and fifty (1,750) worked hours during an employment year (i.e., anniversary date to anniversary date). Formula shall be: All employees with one thousand seven hundred and fifty (1,750) or more worked hours during an employment year shall be entitled to full vacation benefits as set forth in Section 7.01. Formula for employees with less than one thousand seven hundred and fifty (1,750) worked hours shall be: worked hours, divided by two thousand (2,000), equals percentage earned vacation due employee.

7.05 An employee shall accrue a year of service under this Section only for those years in which he or she works more than one thousand five hundred (1,500) hours.

7.06 The Employer will cash out any unused vacation by January 15<sup>th</sup> of the following year.

#### **ARTICLE 8. REPORT TIME**

8.01 Employees taking a vehicle out shall receive a full day's pay, except as provided in Section 6.08. Any employee reporting for duty, as scheduled or pursuant to instructions, shall be paid for one-half (1/2) day except for weather emergencies or other factors beyond the control of the Employer. Should this occur, an employee may use accrued vacation pay, sick leave (which shall not result in an attendance occurrence) or floating holiday pay to make up the difference. In computing overtime, payment shall be made for all time actually worked. An employee who leaves early due to sickness, or any reason of employee's volition, or for cause, shall only be paid for time actually worked.

#### **ARTICLE 9. UNIFORMS**

9.01 If uniforms are required, they shall be paid for by the Employer and maintained by the employee. The Employer agrees to provide and pay for required personal protective equipment and tools (flashlights, batteries). Employees shall be dressed in uniforms before clocking in. All employees are required to wear Employer supplied uniforms, including hats. When specific safety footwear is required, the Employer shall reimburse up to \$150 annually for the cost of same. Other safety apparel furnished by the Employer shall be maintained by the employee. Uniforms, other safety apparel, or tools that are given to the employee will be replaced by the employee if damaged (except normal wear and tear) or lost. The Employer will not require that vests be worn, so long as any required alternative is worn by the employee. Deviations from the uniform must be approved in advance by the Employer.

#### **ARTICLE 10. TOTERS AND CANS**

10.01 The Employer shall furnish pack cans, carts and/or toters as required that do not leak.

## ARTICLE 11. ADDITIONAL WAGES AND BENEFITS

11.01 The terms and provisions of this Agreement shall prevail at all times and the payment of any money or benefit in addition thereto shall be at the discretion of the Employer.

## ARTICLE 12. SCALE OF WAGES

### 12.01 A.) Classifications and Rates of Pay – Drivers

Effective May 2, 2010, the regular hourly rate of pay will be \$26.79  
Effective October 1, 2010, the regular hourly rate of pay will be \$27.29  
Effective April 1, 2011, the regular hourly rate of pay will be \$27.74  
Effective April 1, 2012, the regular hourly rate of pay will be \$28.04  
Effective April 1, 2013, the regular hourly rate of pay will be \$28.39  
Effective April 1, 2014, the regular hourly rate of pay will be \$28.89

B.) In the event the City of Seattle changes the prevailing wage provision such that yard waste is covered by the recycle wage rate, the Employer may reopen the contract to ensure consistency with the prevailing rate provision. In the event of a reopener, the parties agree that any employees working in the yard waste classification at the time of the reopener would be red circled at their then existing wage/benefit rates, and would continue to receive future contractual increases while continuing to perform the yard waste work.

12.02 Employees shall be paid weekly or biweekly, with an established regular schedule of paydays.

12.03 Except as provided in Section 12.04, during the first one thousand (1,000) hours of employment, new employees shall receive seventy percent (70%) of the above rates. During the next one thousand (1,000) hours (up to two thousand (2,000) hours) of employment, employees shall receive eighty percent (80%) of the above rates. During the next one thousand (1,000) hours (up to three thousand (3,000) hours) of employment, employees shall receive ninety percent (90%) of the above rates. Thereafter employees shall receive one hundred percent (100%).

12.04 Extra Employees. Extra employees are defined as employees in this bargaining unit who substitute for regular employees and have no regular assignment, workweek guarantee, or work day guarantee, except as provided below. Extra employees will be eligible for pension contributions, health and welfare contributions, vacations, and holiday pay under the terms of this Agreement. After two years as an Extra, an employee will also begin accruing sick leave. Extra employees shall receive the higher of 80 percent of scale or the top step recycle contract rate, whichever is greater, while working as an Extra. After two years as an Extra, an employee will move to full scale. On those days when an Extra is solely assigned to a regular route, the daily hours guarantee will apply. On all other days when an Extra employee is sent out to work, the employee shall be guaranteed four (4) hours pay, except when the work schedule is interrupted by factors beyond the Employer's control (e.g. weather emergencies, change of disposal regulations, disposal site restrictions, etc.).

12.05 Extra Employee Work Assignments. Extra employees will be assigned work based upon their time as an employee in this bargaining unit. Extra employees will be assigned to perform Residential work, and when insufficient Floaters are available, Commercial and Roll-off routes. If there is insufficient bargaining unit work available, the Employer at its discretion may assign Extra employees to perform work in the recycling bargaining unit.

12.06 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. They shall be paid at sixty percent (60%) of their normal wage rate and the benefit provisions of this Agreement shall apply. If sixty percent (60%) is less than their entitlement through workers compensation, the difference will be paid as part of the state workers compensation program. Sick leave may also be used pursuant to Section 18.03.

12.07 Floater. The Employer will create a Floater position. The Floater positions will be in the Residential area of operation, and will be used to fill in as necessary on Commercial and Roll-off routes, in addition to performing Residential work. Openings in the Floater position will be bid. The most senior employee with three (3) or fewer occurrences and no more than one (1) preventable accident during the previous twelve (12) calendar months (as of the date of the bid) shall receive the position. Preventable accidents that have been grieved will not be considered in the twelve (12) month calculation until the grievance process has been completed. In the event the grievance is denied, the Employer may either leave the employee in place as a Floater or replace the employee. A Floater will receive an additional one dollar ten cents (\$1.10) per hour while performing Commercial or Roll-off work. The provisions of Article 2.05 shall not apply to Floaters while they are filling in on open routes as Floaters. In transitioning to the Floater system, the Employer and the Union will agree to a letter of understanding regarding re-circling employees working as Floaters as of the date of the Agreement, provided the existing Floater wants to continue as a Floater under the conditions as specified herein. During the first sixty (60) days an employee may voluntarily return to the Residential classification, but will be prohibited from bidding for another classification for the next fifteen (15) months. After the sixty (60) day period, an employee bidding into the Floater position may not voluntarily leave the Floater position for at least one (1) year. Floaters are excluded from the provisions of Article 6.09.

12.08 Extra and Floater Review Process. Upon request, twice each year, the Employer and Union will meet to discuss the use of Extras and Floaters, to ensure such usage has been consistent with the terms of this Agreement. Only in unusual circumstances and after exhausting Extras, may the Employer use employees from the recycle bargaining unit to fill in for vacancies caused by absences (e.g., illness or vacation). In this event, the Employer shall provide the recycle bargaining unit employee the wage rate, Retiree's Health and Welfare, and pension contributions of this Agreement, but the recycle bargaining unit employee will not be entitled to Health & Welfare, Dental and Vision benefits under this Agreement. The Employer will continue to remit Health & Welfare, Dental and Vision contributions per the recycle bargaining agreement.

## ARTICLE 13. WORKING CONDITIONS

~~13.01~~ No employee shall be required to use a container for hand carrying which weighs more than fifteen (15) pounds when empty.

13.02 Containers, boxes or pieces exceeding sixty-five (65) pounds need not be manually lifted, unless bargaining unit assistance is provided. Cans greater than thirty-five gallons need not be manually lifted unless otherwise allowed in the municipal contract or the WUTC tariff. Employees shall notify the Employer so appropriate action may be taken.

13.03 All book and recordkeeping shall be on Employer time where required by the Employer. Employees failing to accurately complete required book and record keeping are subject to discipline. The Employer shall make available necessary materials (e.g., - clipboards, pens, paper) to complete book and recordkeeping.

13.04 All employees required to attend meetings shall be paid at the applicable rate.

13.05 All safety kits and safety equipment are to be mounted on trucks. Driver shall be responsible for safety kit and safety equipment, and is responsible for loss of same while on duty. However, the driver will not be responsible for loss in the event the kit or equipment is stolen through no fault of the employee. The Employer will make safety supplies available in a timely manner for drivers to maintain the safety kit.

13.06 The Employer shall make and maintain reasonable provisions and take and maintain reasonable measures for employee's safety and protection consistent with federal, state and local laws.

13.07 All employees covered by this Agreement must at all times possess a current and valid Department of Transportation Medical Certification and a Commercial Driver's License endorsement. An employee that loses his/her license as a result of any infraction may be terminated. When an employee inadvertently lets their license or medical card lapse, or has it otherwise temporarily suspended due to a condition beyond the employee's control, (e.g. - medical reason) the employee will be allowed to take leave of up to three months. In the event of a medical reason the leave may extend to nine months, and eighteen months for an on the job injury.

13.08 When recorders, cell phones, pagers, keys, or other such equipment are furnished by the Employer, the employee shall be responsible for same when lost or damaged, if negligence can be proven, normal wear and tear excepted. The equipment may not be used for personal use.

Regarding the use of cell phones or other communication devices, employees will at all times abide by applicable Company policy and/or State and Federal law, whichever is more restrictive. Any violation of Company policy or applicable law will result in disciplinary action, up to and including termination.

13.09 Unsafe conditions involving frontload or rearload containers, or threatening animals, will be reported to the Employer, and the Employer will take reasonable actions to

resolve any such unsafe conditions before the next week's pick-up, if possible. Any other unsafe conditions reported to the Employer will be resolved before the next week's pick-up, if possible. If reported, the existence of an unsafe condition shall be considered a mitigating factor in determining whether discipline is appropriate for an accident directly caused by the unsafe condition.

#### **ARTICLE 14. HEALTH AND WELFARE, DENTAL AND VISION BENEFITS**

14.01 All new employees who have completed five hundred twenty (520) hours of employment, and who were compensated for eighty (80) hours in the previous month, shall be eligible to have contributions made on their behalf. For eligible employees, the Employer shall pay into the Washington Teamsters Welfare Trust the following:

14.01.01 HEALTH AND WELFARE. Effective April 1, 2010, the Employer agrees to pay \$1,108.95 per month for the below listed plans:

- Teamsters-Medical Plan "A"
- Teamsters-Dental Plan "A"
- Teamsters-Vision EXT Plan
- Teamsters-Short Term Disability
- Teamsters-Nine Month Waiver of Premiums
- Teamsters-Life Insurance

14.01.02 The Employer will pay any increases required by the Trust to maintain benefits under the Plans identified in Section 14.01.01 and 14.01.04, to a maximum total contribution of eight percent (8%) annually for all benefits as follows:

Effective January 1, 2011, the Employer agrees to pay up to an additional \$88.72 per month for the plans listed in 14.01.01.

Effective January 1, 2012, the Employer agrees to pay up to an additional \$103.40 per month for the plans listed in 14.01.01 and 14.01.04.

Effective January 1, 2013, the Employer agrees to pay up to an additional \$111.67 per month for the plans listed in 14.01.01 and 14.01.04.

Effective January 1, 2014, the Employer agrees to pay up to an additional \$120.61 per month for the plans listed in 14.01.01 and 14.01.04.

Effective January 1, 2015, the Employer agrees to pay up to an additional \$130.26 per month for the plans listed in 14.01.01 and 14.01.04.

In the event that the above-listed amounts are insufficient to cover the annual premium increases to the Plans identified in 14.01.01 and 14.01.04, the Employer shall make available an additional \$19.06 per employee per month during the life of the Agreement to be applied to monthly health insurance premiums. Said amount shall be automatically applied, in whole or in part, to any premium increase that exceeds the caps listed in this section. In the

event the \$19.06 is exhausted during the term of the Agreement, employees shall pay the portion of the increase in excess of the caps set forth in this section. Said employee payment shall be through a lump sum pretax payroll deduction as described in 14.01.03. In the event the entire \$19.06 is not exhausted by the January 1, 2015 increase, any unused portion shall be returned to employee wage rates by dividing the unused portion by 173.3.

14.01.03 Effective May 2, 2010, 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 14.01.02.

Effective January 1, 2011, employees will pay a minimum of \$35.00 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 14.01.02.

Effective January 1, 2012, 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 14.01.02.

Effective January 1, 2013, employees will pay a minimum of \$45.00 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 14.01.02.

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 14.01.02.

#### 14.01.04 RETIREE'S HEALTH AND WELFARE.

Effective April 1, 2010, the Employer agrees to pay \$84.85 per month to the Teamsters RWT Plus Plan.

Effective January 1, 2011, the Employer agrees to pay \$94.85 per month to the Teamsters RWT Plus Plan.

Any increase over \$94.85 per month after January 1, 2011 shall be paid from the amounts listed in 14.01.02 or through employee contributions provided for in 14.01.03. Employee contributions to the RWT Plus Plan shall be paid via a lump sum pretax payroll deduction.

14.02 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 Section shall be posted.

The Employer will pay the full amount of the contributions as required by Sections 14.01.02 and 14.01.04 directly to the Funds and shall withhold the employee's portion of the contributions as a lump sum pre-tax deduction from the employee's paycheck. At no time shall



an employee's contribution for health and welfare fall below the minimums set forth in Article 14.01.03.

14.03 If the Employer is delinquent in payments, the Employer shall be notified by the Union in writing and shall then have fifteen (15) days to pay the amount due. Continued delinquency shall cause the Employer to be liable for the payment of claims incurred by employees or dependents during such delinquency.

14.04 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate determination of hours, orderly collection, and accurate reporting.

14.05 In the event of national health care insurance, mandatory economic controls (such as wage or price freezes) or other state or federal legislative or executive action (including without limitation changes in wage and hour laws) which is applicable to employees and/or the Employer during the term of this Agreement and which has an unanticipated material impact on the financial structure of the Employer or materially alters the cost or level of wages, benefits, or job security of employees, either party may reopen the specific provisions of this Agreement directly affected thereby with a sixty (60) day written notice of intent to renegotiate said provisions. If the parties reach agreement in such reopener negotiations but government approval is required for the revisions to become effective, the parties will cooperate fully to obtain such approval. All provisions unaffected by the legislation shall remain in full force and effect.

## ARTICLE 15. PENSION

15.01 Effective May 2, 2010, the Employer shall pay a pension contribution of six dollars and eighty-six cents (\$6.86) per hour into the Western Conference of Teamsters Pension Trust fund for each member of the bargaining unit for each hour for which compensation is paid, not to exceed one hundred eighty four hours per month (184 hours per month), and two thousand eighty (2080) hours per calendar year, to be apportioned appropriately between the basic Plan and the PEER/80 Plan described in 15.02 below. The pension contribution, which includes PEER/80, shall increase as follows:

April 1, 2011	\$6.96
April 1, 2012	\$7.06
April 1, 2013	\$7.16
April 1, 2014	\$7.26

Effective January 1, 2014, the Employer shall make applicable pension contributions into the Western Conference of Teamsters Pension Trust fund for each member of the bargaining unit for each hour for which compensation is paid, not to exceed two thousand eighty (2080) hours per calendar year, to be apportioned appropriately between the basic Plan and the PEER/80 Plan described in 15.02 below.

15.02 PEER/80. The Employer shall participate in the Western Conference of Teamsters Pension Trust Fund plan called the Program for Enhanced Early Retirement -

PEER/80. This contribution shall be included in the total contribution amount and shall be paid on the same basis as contributions for the basic Plan provided for in Section 15.01. The contributions required to provide the PEER/80 will not be taken into-consideration for benefit accrual purposes under the Plan. The additional contribution for PEER/80 must at all times be sixteen and one-half percent (16.5%) of the base contributions, and cannot be decreased or discontinued at any time. The contribution rates contained in Section 15.01 and subsequent rate increases, if any, shall include the applicable PEER/80 contribution.

15.03 The total amount due each month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month.

15.04 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate determination of hours, orderly collection, and accurate reporting. Upon Union request, a copy of pension transmittals shall be posted.

15.05 The Employer agrees to participate in the Teamsters 401(K) Plan, a plan intended to conform to the requirements of section 401(K) of the Internal Revenue Code. The Employer's obligations are limited to execution of the subscriber agreement, and timely payment of that portion of wages that employees elect to pay into the Plan. All administrative expenses of the Plan shall be paid by participating employees. The Employer may establish reasonable rules related to the timing and manner of employee contributions and contribution changes. Except as otherwise provided herein, the Employer shall have no legal responsibility or obligation for the operation, funding, or administration of the Plan.

#### **ARTICLE 16. BEREAVMENT LEAVE**

16.01 If a regular employee with seniority suffers a death in the immediate family, the employee shall receive up to three (3) regular work days off with pay for lost work days. The Employer may require proof by death certificate. Where medically necessary due to bereavement, sick leave may be used to extend the leave. In unusual cases, an employee may use vacation to extend the leave.

16.02 Immediate family. Spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step-mother, step-father, grandparents, grandparents-in-law, adopted son, adopted daughter, step-child, grandchild, registered domestic partner (via local / state registry or Employer affidavit of domestic partnership), and foster child.

#### **ARTICLE 17. JURY DUTY**

17.01 When a regular employee with seniority is called for any jury service and taken from work, the employee shall be reimbursed for any lost wages, while actually responding to such call, up to a maximum of eight (8) hours per day for those employees working a 5/8 schedule, or ten (10) hours per day for those employees working a 4/10 schedule, up to forty (40) hours per week and one hundred fifty (150) hours during the term of this Agreement, provided the employee furnishes copies of checks or vouchers received for service.

17.02 The amount the employee shall be reimbursed shall be the amount that would have been earned at regular straight-time hourly rate, less amounts received.

17.03 No employee will be required to work within eight (8) hours of having to report for jury duty or after eight (8) hours from the time of reporting for jury duty, except that when an employee is excused from jury duty, either temporarily or permanently, on any scheduled workday, the employee shall report for work as soon as reasonably possible and complete any remaining hours of his scheduled workday.

17.04 An employee answering to a subpoena as an Employer witness shall be kept whole in relation to lost work and expenditures.

### ARTICLE 18. SICK LEAVE

18.01 Regular employees shall accumulate forty-eight (48) hours of sick leave benefits per year, on the basis of one (1) hour per forty (40) hours of compensation. Extra employees shall receive sick benefits pursuant to Section 12.04. 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.

18.02 Unused sick leave shall accumulate in a bank, to a maximum of four hundred twenty-five (425) hours. The bank shall be available for future use. Sick leave shall be deducted from the bank on an hourly basis. Benefits for days off must be for eight (8) hours for employees working 5/8 schedules and ten (10) hours for those employees working 4/10 schedules and must be for scheduled workdays.

18.03 Employees collecting Workers' Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workers' Compensation benefits are less than the amount of sick leave otherwise provided, employees shall, in addition to Workers' Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received, by deducting from the bank the hours required to make up the difference, taking into account the tax-free status of Workers' Compensation payments. The daily total of sick leave pay under this section, and disability payments provided by the Health and Welfare Plan under Article 14, shall not exceed the wage scale in Article 12.

18.04 The Employer shall have the right to insist on a statement from the employee's doctor. If, at any time, the Employer deems the sick leave is abused, the Employer has the right to send an employee to its own doctor, at the Employer's cost and without loss of pay. 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, employee shall not be eligible to receive coordinated sick leave benefits otherwise provided for in Article 18.03.

18.05 Sick leave accumulations for each employee shall be furnished upon request. Upon retirement, an employee shall be paid seventy-five percent (75%) of his sick leave accumulation remaining in the bank as of the date of his retirement.

18.06 Light Duty. The Employer may assign employees who are injured on the job and eligible for Worker's Compensation benefits "light duty" work within their physical limitations as approved by the physician. Employees on light duty shall be paid as provided under state law. The determination of whether light duty work is available will be made by the Employer.

Employees on light duty remain members of the bargaining unit and the obligation to remit pension fund contributions will continue during the light duty assignment.

Upon return to full duty, an employee from Residential or Commercial lines of business shall be returned to the employee's route provided the employee has retained seniority per Section 26.02. Upon return to full duty, an employee from the Roll-off line of business shall be returned to the Roll-off line of business, provided the employee has retained seniority per Section 26.02.

Employees eligible for light duty will be provided light duty work at their regularly assigned domicile. When such work is available, the Employer will assign light duty work to employees within two (2) hours of their regularly scheduled start time.

18.07 Leave.

A.) In the event an employee submits a medical release to return to work, the Employer shall have the right to have the employee re-examined by its own physician prior to returning the employee to work. Such re-examination shall be restricted to the employee's ability to return to work, and perform the essential functions of his/her position with or without reasonable accommodation. The physician will be provided a description of the essential functions of the work to be performed as established by the Employer. If the Employer so elects, the Employer shall schedule such examination and the results will be made available within seven (7) calendar days after the Employer receives the employee's unrestricted medical release to return to work.

B.) In the event the Employer's healthcare provider agrees with the employee's healthcare provider, and releases the employee to return to work, but this finding is delivered to the Union more than seven calendar days after the Employer receives the employee's unrestricted medical release to return to work, the employee shall be compensated eight (8) hours straight-time pay for each regularly scheduled work day commencing on the eighth (8<sup>th</sup>) calendar day after the Employer receives the employee's unrestricted medical release to return to work, until the employee is returned to work. However, the employee must ensure his medical records are timely released to the Employer's healthcare provider to enable the Employer to meet the time limits set forth herein; otherwise, the time limits shall be deemed waived.

C.) In the event the Employer's healthcare provider disagrees with the findings of the employee's healthcare provider, the two providers shall then jointly select a third healthcare provider to examine the employee, with the cost borne by the Employer. The third provider shall be provided with all relevant medical records and information from both the employee and the Employer's healthcare providers. The employee must execute any necessary waiver/release in order to permit his medical records to be disclosed. The examination by the third physician shall occur and his findings must issue within twenty-one (21) calendar days after the Employer's

healthcare provider issues his findings. The opinion of the third healthcare provider shall be final and binding. The selection of the third physician may be determined other than provided above, upon mutual agreement of the Union and the Employer. ~~In the event the employee is returned to work by the third physician, he shall be entitled to back pay and benefits for lost work (through no fault of his own). The parties shall meet in good faith to agree on any back pay owing the employee for that period. Failure to agree shall make any claim for back pay and benefits subject to the Settlement of Disputes Article of this Agreement.~~

D.) In the event an employee is off work for reason(s) other than illness or injury for ninety (90) or more calendar days, prior to returning to work the employee will be required to pass a DOT medical examination, conducted by the Employer's chosen physician and which shall be paid for by the Employer.

E.) The Employer may schedule annual or bi-annual DOT physical examinations for any or all employees, in which case the employees shall comply with the Employer's requirements. Any such examinations shall be paid for by the Employer. New employees shall be required to reimburse the Company for the cost of any physical examination if they voluntarily leave their employment with the Company prior to completing five hundred twenty (520) hours of work. This may be accomplished by means of payroll deduction.

## ARTICLE 19. SAFETY AND SAFE EQUIPMENT

SAFETY and HEALTH. The Employer and the Union agree that the safety of the employees and the general public is of utmost importance.

19.01 To address safety and health issues, the Employer shall establish an ongoing Safety and Health Committee which shall consist of two (2) Drivers elected by bargaining unit employees, along with other employees of the Employer. The function of the Safety Committee shall be to address safety and health issues, and to make recommendations to the Employer's designated Safety Representative. It shall be the responsibility of the Safety Representative to review recommendations of the Safety Committee, and to advise the Committee of action taken, or to otherwise respond to the Committee, regarding such recommendations. If the Safety Committee has any questions regarding the action or response of the Safety Representative, the General Manager shall be notified and shall meet with the Safety Committee.

19.02 Equipment. The Employer shall not require employees to operate unsafe equipment or take out unsafe vehicles. Employees who refuse to operate equipment or claim that it is defective, may be disciplined if proven incorrect.

19.03 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 utilization.

19.04 Reports. Employees shall, no later than the end of a shift, report all defective equipment and defective containers. Such reports shall be made on a suitable form furnished by

the Employer. One (1) copy will be kept in the truck. Failure to fill out defective equipment reports completely and accurately will subject an employee to discipline.

19.05 An employee involved in any accident shall immediately report said accident and any physical injuries sustained to a supervisor or manager of the Employer (or their designee if unavailable). Failure to do so shall constitute just cause for immediate discharge.

19.06 Any employee sustaining a work-related injury shall report it by the end of their shift. Failure to do so shall constitute just cause for disciplinary action.

19.07 In relation to defective equipment that the employee did report, or equipment overloaded on the specific and express instruction of the Employer, any fine or assessment on a citation for such defective equipment or overload shall be paid by the Employer, and the Employer shall work with the employee to make sure the employee's driving record is not impacted. Any employee who suffers a suspension or revocation of his license solely as a result of such citations (i.e., there are no other citations involved which are not attributable to the Employer) shall have continued employment provided by the Employer comparable, in terms of compensation and duration or frequency, to the employee's employment but for the license suspension.

## ARTICLE 20. PAYROLL INSPECTION

20.01 The Union has the right to check bargaining unit payroll records in regard to wages, pension, health and welfare, dental, vision, sick leave, vacations, holidays, overtime and any other cost or fringe items.

20.02 Authorized Union representatives shall have access, after giving reasonable notice and after signing the Employer's visitors' register if available, to the Employer's place(s) of business during working hours for the purpose of adjusting disputes, investigating working conditions, collecting fees and dues and ascertaining that the Agreement is being adhered to, provided work schedules are not otherwise disrupted.

20.03 An employee believing that his/her paycheck is incorrect shall immediately report it to his/her supervisor. If a shortage in excess of \$100 is identified and the shortage is through no fault of the employee, the Employer will reimburse the employee the amount of the shortage by the end of the third business day following notification to the Employer. Failure to reimburse the employee by the end of the third business day the total amount of the shortage shall require the Employer to pay the employee an additional \$25.00 along with the reimbursement. Any dispute under this Section shall be exclusively governed by Article 23, Settlement of Disputes. Any separate check issued shall be taxed at the employee's regular withholding tax rate, if lawful.

20.04 The Employer will, upon request of an employee, provide a written statement of their accrued vacation, floating holidays and/or sick leave hours.

## ARTICLE 21. TRANSFER OF RIGHTS

21.01 In the event the Employer is wholly or partially absorbed, purchased, merged, or succeeded by a business having substantially common ownership with the Employer (e.g., 26% or more), all wages, vacation privileges, and other benefits under this Agreement shall continue and prevail. Seniority shall continue and shall be intermingled, and employees' jobs shall be preserved.

21.02 In the event of a sale of the business, the Employer shall notify the purchaser of the operation covered by this Agreement of the existence of this Agreement. Such notice shall be in writing with a copy sent to the Union.

## ARTICLE 22. SUSPENSION AND DISCHARGE

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

22.02 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 Section and such must be in writing and dated.

22.03 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.

22.04 Copies of all warning notices, suspensions, or discharges shall immediately be forwarded to the Union, either by fax, 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.

22.05 Warning notices not given and suspensions (including unpaid suspensions pending a discharge decision) and discharges (other than Section 22.06 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 (except in cases of dishonesty), 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 working days of the discipline being imposed.

22.06 Exception. Warning notices are not necessary if the grounds are dishonesty; discrimination or harassment in violation of the non-discrimination policy contained in this Agreement; recklessness; negligence in handling or driving Employer vehicles which results in

significant property damage or bodily injury; carrying unauthorized passengers while operating Employer's vehicles; violation of any of the Safety Sensitive Rules (a copy of which is attached as Appendix-B); misrepresentation of any kind related to sick leave; punching or recording another employee's time card; failure to report an accident as required by Section 19.05; insubordination; profane, offensive or abusive conduct or language toward a customer or other person encountered in the normal course of business; possession of weapons; violent or threatening language, behavior or conduct, except where the employee can establish he acted in bona fide self-defense; customer abuse causing loss of the account; gross or criminal conduct that reflects on the Employer's image; violation of Section 4.03; possession, sale, use or being under the influence of alcohol or drugs or controlled substances related to employment. The determination of whether an employee engaging in any of these exceptions shall be suspended or discharged is solely within the discretion of the Employer.

22.07 The Union may not challenge the appropriateness of a suspension (not to exceed ten (10) work days) if preceded by a warning letter within the purview of Sections 22.03 and 22.05, 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 to challenge the action.

22.08 The Employer may use cameras and other tracking devices in any disciplinary matter, provided that a.) 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; b.) 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; and c.) the GPS will not be used to initiate a route check.

22.09 For purposes of the timelines set forth in this Article only, the reference to working days shall refer to Monday through Friday. Where the last day for action under this Section falls on a business day either party is closed, the following working day shall be observed as the last day.

### **ARTICLE 23. SETTLEMENT OF DISPUTES**

23.01 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and the Employer agree to act promptly and fairly in all grievances.

23.02 The existing wage structures are not to be subjected to the provisions of this section for determination or alteration, except as otherwise provided in Article 25.03.

23.03 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) covered.

23.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance procedure. Employees, whether Union members or not, shall have no right to complain against the Union unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.

23.05 The processing, disposition and/or settlement by and between the Union and the Employer of any grievance or other matter shall be absolute and final and binding on the Union and its members, the employee(s) involved, and the Employer. Likewise, as to the hearings and the final decisions of a board or arbitrator.

23.06 A board or arbitrator shall have no power to add to or 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. Board and/or 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), if any.

23.07 Failure to abide by the final decision of a board or arbitrator shall be a violation of this Agreement. The Union and the Employer may, if deemed expedient, seek court enforcement of any final decisions of a board or arbitrator.

23.08 Step 1. Should a matter coming to the knowledge of the Union or the Employer give rise to a grievance, such shall be submitted, in writing, to the Union, by the Employer, or to the Employer by the Union. All such submissions must be made within ten (10) working days of the date of the employee's knowledge of the action giving rise to the grievance or the grievance shall be deemed waived. The submission shall contain a concise statement of the facts upon which the grievance is based, the alleged violation(s), and the remedy that is sought. Thereafter, the Union and the Employer shall diligently seek to reach a fair informal settlement within ten (10) working days, unless the parties mutually agree to extend the timeline.

23.09 Step 2. If an informal settlement is not reached in Step 1 above, the matter shall be submitted, in writing, to the Union by the Employer or to the Employer by the Union, within ten (10) additional working days, with a request for a Board of Adjustment hearing. The Board shall consist of two (2) appointees of the Union and two (2) of the Employer, and such appointees shall not act as the presenter for that party. The location of the Board shall be by mutual agreement. The Board shall have, except as herein otherwise provided, jurisdiction for the duration of the grievance. Compensation, costs, fees or other remuneration, if any, for Board members must be derived solely from the appointing party. Board members, by acceptance of their appointments, agree to the provisions of this Article.

23.10 Step 3. The Board must hold a hearing within thirty (30) calendar days of moving the grievance to Step 2, unless extended by mutual agreement. The hearing shall not be public. The Union and the Employer may be represented as desired and each may have a reporter, if desired.

23.11 The Union and the Employer shall each have the privilege of making an opening statement, which may be oral or typewritten and may be made by Board members. The Union and the Employer must be accorded a fair and reasonable opportunity to be heard; present evidence, both documentary, including affidavits, and oral by Board members or others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when requested by a Board member and when practicable, make employees available as witnesses, but lost wages, if any, shall be the obligation of the party who appointed the Board member making the request. Witnesses shall be free of restraint, interference, coercion, discrimination, or reprisal. The Board may, from time to time, by majority vote, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.

23.12 If the Board is able to reach a majority decision, it shall within fourteen (14) calendar days of termination of the hearing(s) render a final typewritten decision. Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any. Copies, in duplicate, of all final decisions shall be forthwith forwarded to the Union and the Employer and the original shall be delivered to the Union for filing and preservation.

23.13 In the event of death or other disqualification or unavailability of a member of the Board of Adjustment, a replacement may be made consistent with initial appointment provisions.

23.14 Step 4. If the Board has failed to agree on disposition, either party has the right to submit the matter to arbitration. The party desiring arbitration must so notify the other party within twenty (20) calendar days of the Board's hearing or waive its right to take the matter to arbitration. Unless the parties are otherwise able to agree on selection of an arbitrator, the arbitrator shall be selected from a list of nine (9) members of the National Academy of Arbitrators with their principal place of residence in Oregon and Washington, using the rules and procedures of the Federal Mediation and Conciliation Service or the American Arbitration Association. A coin flip shall determine who strikes first. The parties will consider using mediation and/or expedited arbitration in addition to or as a substitute for arbitration, although any such deviation from the established procedure must be by mutual agreement.

23.15 Step 5. The arbitrator shall hold a hearing within thirty (30) calendar days of his/her selection, unless otherwise agreed. The hearing shall not be public. The arbitrator shall afford the Union and the Employer liberal rights to present evidence, exhibitory, documentary (including affidavits) and by witnesses, and to examine and cross-examine witnesses. The Union and the Employer may be represented as individually desired and reporters, with or without recorders, may be present. Upon the arbitrator's or Union's request or Employer's desire, and when practicable, the Employer shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination, or reprisal and, in wages, shall be kept whole by the party requesting said witness. The arbitrator's jurisdiction shall endure to final decision.

23.16 Step 6. At the conclusion of the hearing(s), an oral decision may be rendered upon mutual agreement of the parties. Either party may request submission of written briefs and written decisions. Within thirty (30) calendar days of the termination of the hearing(s), the arbitrator shall render a final typewritten decision which shall be dated and which shall include

orderly and concise findings of fact. Copies of the final decision shall, in duplicate, be furnished to the Union and the Employer and the original shall be delivered to the Union for filing and preservation. The arbitrator shall have the power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the Employer.

23.17 Fees for the arbitrator shall be borne by the losing party. In the event of a compromise award, the arbitrator's fees shall be evenly shared. If the Union and the Employer agree that a court reporter or stenographer shall be used, the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or the Employer provide their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. All other fees and expenses, including the costs of representation, shall be borne by the party incurring them.

23.18 In the event of death or other disqualification or unavailability of the arbitrator, a replacement may be made consistent with initial arbitrator appointment provisions and, in such event, no fee shall be due the displaced arbitrator.

23.19 The arbitrator agrees, by accepting the position of arbitrator, to abide and be bound by the provisions of this Section.

23.20 Wage claims and monetary awards, including back pay, shall be limited to a period commencing not earlier than ten (10) working days before the grievance was filed unless the Employer fraudulently concealed the facts giving rise to the grievance or the employee could not reasonably be charged with knowledge of the events giving rise to the grievance before that time.

23.21 For purposes of the timelines set forth in this Article only, the reference to working days shall refer to Monday through Friday. Where the last day for action under this Section falls on a business day either party is closed, the following working day shall be observed as the last day.

#### **ARTICLE 24. UNIT WORK PRESERVATION**

24.01 Supervisory and other non-bargaining unit employees may perform bargaining unit work for the purpose of training or in emergency situations, or where a sufficient number of bargaining unit employees are not available after a reasonable attempt by management. The foregoing is not intended to apply to newly acquired bargaining unit work for which no employees have been employed.

An employee voluntarily leaving the bargaining unit to accept a non-unit position in the Company shall forfeit his seniority.

24.02 Except as otherwise provided in this Agreement, the Employer must not make unilateral changes in wages, hours, or other terms and conditions of employment of bargaining unit employees, without prior good-faith consultation and bargaining with the Union concerning the effects of such changes.

24.03 Bargaining unit work may be assigned or contracted only under the following circumstances: with the written approval of the Union, or where required pursuant to law or government regulations or WMBE requirements. This restriction does not impact the right of the Employer to move Local 174 bargaining unit work from one Waste Management group to another, so long as the Employer complies with Section 24.02.

## ARTICLE 25. SAVINGS CLAUSE AND DEREGULATION

25.01 Should any article, section, or provision of this Agreement or Letter(s) of Understanding be rendered invalid or compliance therewith restrained, the application of other articles, sections or provisions shall not be affected thereby.

25.02 In the event any article, section, or provision is rendered invalid or enforcement of or compliance therewith restrained, the parties shall enter into immediate negotiations seeking a mutually satisfactory replacement.

25.03 If the disposal industry is deregulated during the term of this Agreement, or if the authority of the WUTC to regulate garbage 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 disposal industry as it exists upon the execution of this Agreement or if prevailing rate requirements are removed from contracts bid by the Employer or are reduced below the wages and conditions set forth in this Agreement, the Union agrees to renegotiate wages, hours, and working conditions upon 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 rates, it may do so pending resolution of new contract terms. In the event the parties are unable to agree upon the nature and amount of any modifications required, the issues in dispute may be made the subject of economic action by either party, the provisions of Article 4.03 notwithstanding.

## ARTICLE 26. SENIORITY

26.01 Seniority prevails after working ninety (90) calendar days. Time spent as an Extra counts for purposes of accruing seniority. After completion of the ninety-day probationary period, seniority reverts back to the beginning of the ninety-day period. Prior to seniority, regular employees are probationary. Probationary employees are employed at the sole discretion of the Employer, and disciplinary action, including discharge, is not subject to the grievance and arbitration provisions contained in Articles 22 and 23. Except as otherwise provided herein, seniority is defined as the total length of service within the bargaining unit. An Extra that does not perform bargaining unit work for twelve (12) months will lose their seniority, as required by Article 26.02.

26.02 Seniority shall be broken, and employment shall be terminated, by retirement, voluntary quit, termination, failure to report for duty within ten (10) business days of recall from

layoff status, absence for three (3) consecutive workdays without prompt and timely notification to the Employer, or more than twelve (12) months continuous absence due to layoff, or more than eighteen (18) months continuous absence due to injury on the job. The eighteen (18) month time frame for on the job injuries may be extended upon mutual agreement.

26.03 Extra employees shall not be employed to deprive employees with seniority of regular work. Openings for regular employment in the Residential line of business shall be filled by the bidder with the most seniority from the combined applicable list of Local 117 employees and the Local 174 Extras.

26.04 The Employer must maintain an Extra list. Employees shall be put on the Extra list the first time out. Employees on Extra list thirty (30) days must comply with the provisions of Section 26.01.

26.05 When an employee is to be transferred to the Employer from another employer which has an agreement with the Union, the Employer, the Union and the employee shall decide through mutual agreement about the employee's position on the seniority list at the Employer to which the employee transfers.

26.06 When an employee accepts a position in management, their seniority shall be forfeited.

26.07 During the first ninety (90) days of employment, Extra employees and regular employees hired into this Agreement, that previously worked in the recycling bargaining unit may be returned by the Employer to that unit. If the Employer chooses to discipline (as opposed to transfer back) an Extra or regular employee that previously worked in the recycle unit, the requirement of just cause will be applicable and the provisions of Article 23 will be available.

26.08 Employees hired into this Agreement from the Employer's recycle bargaining unit will be credited with seniority for time worked in the recycle unit for vacation accrual purposes under this Agreement, with the exception of benefits under Article 14. Employees hired into this Agreement from the Employer's recycle bargaining unit will retain their sick leave banks unless cashed out under the applicable recycle agreement. The Employer will continue to make payments on behalf of such employee to the Health and Welfare, Dental, and Vision benefits provided for in the applicable recycle agreement. The employee shall be eligible for coverage under all Article 14 benefits provided for in this Agreement effective the first of the month following completion of their probationary period, and no further waiting period shall be applicable.

## **ARTICLE 27. REDUCTIONS IN FORCE, LAYOFFS AND RECALL**

27.01 For layoffs expected to last more than thirty (30) days, the Employer shall select employees based upon inverse bargaining unit seniority in the affected line of business. The selected employee shall be permitted to exercise his/her seniority to displace (bump) any less senior employee in any line of business so long as the more senior employee is qualified to perform the work. The displaced employee shall also be permitted to exercise his/her seniority to displace (bump) any less senior employee in any line of business so long as the more senior

employee is qualified to perform the work. The remaining employee shall be permitted to displace (bump) the least senior Residential or Extra employee with less overall bargaining unit time worked for the Employer or fill any open positions within the bargaining unit.

27.02 Recall from long-term layoff: Employees will be recalled from layoff by seniority. The last employee laid-off shall be the first employee recalled, so long as the employee is qualified to perform the work and satisfactorily completes the Fit For Duty program at the Employer's expense. An employee will retain recall rights for twelve (12) months.

27.03 For seasonal displacements or reductions in force in yard waste (i.e. 90 calendar days or less) the Employer shall select the least senior employee in yard waste. An employee selected under this Section shall be permitted to bump Extra employees with less overall bargaining unit time worked for the Employer or fill any open positions within the bargaining unit.

27.04 Recall from seasonal displacement: When work resumes, the displaced employee will be returned to his/her former classification based upon seniority.

27.05 An employee on layoff status must keep the Employer advised of his/her current address and phone number in order to preserve recall rights.

27.06 When a regular employee is on layoff status, his seniority shall apply to all additional manpower needs of the Employer. It is agreed that the forty (40) hour guarantee is waived unless the employment is full-time. Extras may not be used to deprive laid-off regular employees (either in probationary status or seniority status) of available employment. A laid-off employee will always be sent out first (before Extras) whenever he or she has made himself or herself available for work at the work place.

## **ARTICLE 28. EMPLOYER AND UNION RESPONSIBILITIES**

28.01 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work and safety rules, and require their observance. 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 may implement new equipment and technology. The Employer shall have the right to establish, revise and implement reasonable standards of hiring, safety, materials, equipment, methods and procedures. The Employer may also take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators. The Employer's exercise of these rights shall be subject to the terms and conditions of this Agreement.

28.02 The Employer reserves the right to establish, inspect, review and revise each employee's route, the level of performance and other items pertinent to a safe and efficient operation. Unless otherwise identified by the Employer, daily route assignments are to be completed within eight (8) working hours. Within ten (10) work days after a route has been

established and operated, or a written notice of intent to discipline has been received by the employee for late completion of a route, either the Union or the driver on that route may request a route check to be jointly conducted by the Employer and the Union within five (5) working days of the request if it is reasonably believed that the route cannot be completed within the time allotted.

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

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

28.05 The Employer recognizes the Union's right to appoint Shop Stewards. Shop Stewards may pass out proposed official Union written instructions and deliver routine oral instructions. Business Agents have authority over Shop Stewards.

28.06 Shop Stewards may, without loss of pay or benefits, expend reasonable short periods of time investigating and alerting the Employer to probable violations and grievances. Shop Stewards and/or Business Agents may attend meetings between supervision and employee if disciplinary action against employee is probable. It is understood that the duties of the Shop Steward will in no way disrupt the normal work activities of the employee performing that function.

28.07 Shop Stewards have no authority to establish policy or negotiate or approve labor agreements or alterations or amendments thereto. Shop Stewards have no independent authority to settle disputes, to initiate or implement slowdowns, work stoppages, or economic persuasion, or to interfere with production.

28.08 Shop Stewards may be disciplined, up to and including discharge, by the Employer for violation of these restrictions.

28.09 Union Leave. The Employer may grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or appointed to serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. The Employer's concurrence shall not be unreasonably withheld.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such service, without discrimination or loss of seniority rights, and without pay.

## **ARTICLE 29. ECONOMIC PARITY**

29.01 During the term of this Agreement, should any other sanitation company obtain more favorable economic terms and conditions in a contract with Local Union No. 174, the Employer may serve upon the Union thirty (30) days notice of implementation of the more favorable economic terms and conditions. Should there be any change made in the economic terms and conditions of any agreement, the Employer may utilize this Section to obtain a change of equivalent value. The Union shall provide the Employer with prompt notice (five (5) working days) of any change in any agreement, and of the existence of any other collective bargaining agreement involving the sanitation industry.

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 30. SUBSTANCE ABUSE PROGRAM – DRUG AND ALCOHOL TESTING**

30.01 It is the desire of Waste Management and the Union to provide employees with a safe and healthy work environment. To further the safety of employees and customers, Waste Management has taken a zero tolerance approach to substance abuse that affects the workplace.

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

30.03 The Employer and the Union will develop an agreed upon 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 A). Employees must obtain a leave of absence, and sign the Employee Agreement to Participate in a Substance Abuse Treatment Program before workplace rules are violated to avoid discipline (including discharge). Enrollment in a substance abuse program alone is not sufficient to avoid discipline for violating the Company's substance abuse policies and other workplace rules. Employees who have violated the substance abuse rules prior to requesting a leave of absence, and signing the Employee Agreement to Participate in a Substance Abuse Treatment Program, shall constitute grounds for termination.



## ARTICLE 31. NON-DISCRIMINATION

31.01 The Company and the Union agree that in the administration of this Agreement there will be no discrimination by the Company or the Union because of an employee's race, creed, sex, religion, national origin, disability, or age within the meaning of applicable state and federal laws. Nothing in this Agreement shall be construed to prevent the Company's compliance with the Americans with Disabilities Act, but should a conflict with an express provision of this Agreement arise, the mutual agreement of the Company and the Union shall be required.

31.02 In this Agreement, except where the context otherwise requires or where a bona fide occupational qualification or requirement exists, words of masculine or feminine gender shall also refer to the opposite gender.

## ARTICLE 32. ATTENDANCE AND TARDINESS POLICY

32.01 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

32.02 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 an occurrence if an employee is late to start his 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 charged one-half (1/2) occurrence.

32.03 Being available for work on a regular basis is a condition to continued employment.

32.04 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.

32.05 An employee absent on the day before or the 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.

32.06 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.

32.07 Any employee that does not receive any occurrences during any six-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.

32.08 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 occurrence thereafter. This does not apply to drivers working on a 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.

32.09 Employees tardy for reasons of inclement weather shall not be issued an "occurrence" provided that the employee notifies his/her 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.

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

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

32.12 Upon request, the Employer will inform an employee of his/her current number of occurrences.

32.13 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.

32.14 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.

**FOR THE COMPANY:**

**WASTE MANAGEMENT OF WASHINGTON, INC. D/B/A WASTE MANAGEMENT OF SEATTLE**

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

Dated: \_\_\_\_\_

**FOR LOCAL 174:**

**GENERAL TEAMSTERS LOCAL UNION NO. 174  
Affiliated with the International  
Brotherhood of Teamsters**

By: *Rick Hicks*  
Rick Hicks, Secretary Treasurer

Dated: 7/23/10

APPENDIX A

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 at until such time as the director of such program determines that I have satisfactorily completed the program and releases me there from. Failure to complete the approved program within a reasonable period of time will result in termination.

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 to the extent set forth in those policies.

4. I fully release and discharge Teamsters Local Union No. 174 ("Teamsters") and Waste Management of Washington, Inc. ("WM of Washington") and its parents, subsidiaries, affiliates, predecessors, assigns and their officers, directors, employees, agents and attorneys, past and present (collectively, Teamsters and WM of Washington) 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 WM of Washington has taken or may take in connection therewith; and I will indemnify, defend and hold harmless the Teamsters and WM of Washington 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 WM of Washington.

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 B

**SAFETY SENSITIVE RULES**

— COLLECTIONS —

1. Never back a vehicle with knowledge that someone is on the riding steps.
2. Never back a dual drive vehicle from the right side without the proper mirrors, camera(s)/monitor. The Employer shall ensure all dual drive vehicles are equipped with 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. Operating vehicles against traffic flow is prohibited.
7. Never double side unless approved by DM and specific conditions are met. Double side exemptions shall be noted in route books.
8. Never modify or disable equipment safety devices.
9. Always comply with tipping floor workface rules.
10. Always apply parking brakes when exiting a vehicle.

For violations of Safety Sensitive Rules 1, 2, 6, 8, or 10, the Employer may suspend or discharge.

For violations of Safety Sensitive Rules 3, 4, 5, 7, or 9, the Employer may discipline as follows:

- (a) For the first violation of a Safety Sensitive Rule, the Employer may issue either a written warning or two-day suspension.
- (b) Second violation – suspension or termination.

**LETTER OF UNDERSTANDING**

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

Employees from the Local 174 bargaining unit 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 the date of hire seniority.

**FOR THE EMPLOYER:**

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

**FOR LOCAL 174:**

**GENERAL TEAMSTERS LOCAL UNION NO. 174**  
Affiliated with the International  
Brotherhood of Teamsters

By: *Rick Hicks* Dated: *7/23/10*  
RICK HICKS, Secretary-Treasurer

**FOR LOCAL 117:**

**TEAMSTERS LOCAL UNION NO. 117**  
Affiliated with the International  
Brotherhood of Teamsters

By: *Tracey A Thompson* Dated: *7/26/10*  
TRACEY A THOMPSON, Secretary-Treasurer

LETTER OF UNDERSTANDING

Waste Management of Washington (hereinafter "Employer") and Teamsters Union Local No. 174 (collectively the "Union") hereby agree to the following Letter of Understanding as it relates to the parties' collective bargaining agreement ("Agreement") covering Northwest — Bothell, Sno-King — Kirkland, and Northwest - Woodinville (Mechanics' Bargaining Unit) which expires on December 31, 2015.

During their most recent negotiations the parties agreed, in order to recognize and reward employees for remaining employed by the Employer, that the Employer shall pay to employees the following lump sum payments according to the schedule as set forth below:

1. Upon Ratification--\$1,000 per employee
2. First payroll in January 2012 --\$500.00 per employee
3. First payroll in January 2013 --\$500.00 per employee
4. First payroll in January 2014 --\$500.00 per employee
5. First payroll in January 2015 --\$1,000.00 per employee

The parties have agreed that the above amounts shall be subject to applicable taxes and withholdings and paid only to employees who are employed by the Employer on the date of distribution. The Parties have further agreed that the above amounts are lump sum amounts and are not to be added to, or included in, the employees' regular hourly rate for purposes of overtime.

This understanding shall be incorporated into the parties' current collective bargaining agreement and shall remain a term of the parties' agreement unless modified in writing by the parties.

This understanding is executed on the dates set forth below.

3/18/11  
\_\_\_\_\_  
Date

Teamsters Union Local No. 174  
*Paul Hedges*  
\_\_\_\_\_

3/19/11  
\_\_\_\_\_  
Date

Waste Management of Washington  
*P. C.*  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between Waste Management of Washington, Inc. – Seattle (hereinafter “Employer”) and General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter “Local 174”). The Employer and Local 174 are parties to a collective bargaining agreement covering employees located at 8111 1<sup>st</sup> Avenue South, Seattle, WA 98108 (“Seattle facility”) and whose job classification is set forth in the parties’ Collective Bargaining Agreement (hereinafter “the Agreement”), which continues in full force and effect through March 31, 2015.

Effective June 22, 2010, the Employer and Local 174 entered into a voluntary recognition agreement recognizing Local 174 as the bargaining representative for Container Delivery and Autoclave employees at the Seattle facility. This Letter of Understanding supplements the Agreement currently in effect between the parties. Employees in the Container Delivery and Autoclave classifications shall be covered by the Agreement, except as otherwise provided in this Letter of Understanding.

Current employees in the Container Delivery and Autoclave classifications and hire date for purposes of seniority are as follows:

- |    |                   |                    |           |
|----|-------------------|--------------------|-----------|
| 1. | Terry Northington | Container Delivery | 1/10/2001 |
| 2. | Archie Harris     | Container Delivery | 4/22/2002 |
| 3. | Sam Billing       | Autoclave I        | 9/27/2004 |
| 4. | Willie Plummer    | Container Delivery | 2/25/2008 |
| 5. | Mitchell Billing  | Autoclave II       | 9/29/2008 |

### Articles 7 and 18 – Vacations And Sick Leave

Effective on the date of execution of this letter of understanding, employees in the Container Delivery and Autoclave classifications will accrue vacation and sick leave under the provisions set forth in Articles 7 and 18 in the parties’ Agreement. The employees listed above must utilize their existing PTO balances until their existing PTO bank is depleted. The grandfathered PTO bank must be exhausted before the above-listed employees use vacation or sick leave accrued under the Agreement. TA'D 7/14/10

### Article 12.01 Classification and Rates of Pay — Container Delivery

Effective May 2, 2010, employees in the Container Delivery and Autoclave classifications shall receive the following wage rates:

Container Delivery:	\$20.80 per hour
Autoclave I	\$2.00 per hour premium
Autoclave II:	\$.50 per hour premium

7-22-10  
PW  
10-2-10



All other terms and provisions of the Agreement shall apply in full force and effect to the Container Delivery Drivers encompassed by this Letter of Understanding. TA'D 7/14/10

**FOR THE COMPANY:  
WASTE MANAGEMENT OF WASHINGTON - NORTHWEST**

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

Dated: Oct 20/10

**FOR LOCAL 174:  
GENERAL TEAMSTERS LOCAL UNION NO. 174  
Affiliated with the International  
Brotherhood of Teamsters**

By:  \_\_\_\_\_  
**RICK HICKS, Secretary-Treasurer**

Dated: 10/13/10

7-22-16  
pw  
10-12-16