

**WASTE MANAGEMENT OF WASHINGTON
NORTHWEST – Bothell, SNO-KING –
Kirkland, and NORTHWEST - Woodinville
(MECHANICS BARGAINING UNIT)
and
GENERAL TEAMSTERS LOCAL UNION 174**

2010 - 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 UNION RECOGNITION	1
ARTICLE 2 GENERAL CONDITIONS - UNION MEMBERSHIP/UNION SECURITY	1
ARTICLE 3 BUSINESS AGENT ACCESS TO FACILITIES	2
ARTICLE 4 PAY PERIODS	3
ARTICLE 5 SHOP STEWARDS.....	3
ARTICLE 6 NON-DISCRIMINATION	3
ARTICLE 7 WORK SCHEDULES/OVERTIME	3
ARTICLE 8 WAGES AND CLASSIFICATIONS	5
ARTICLE 9 VACATIONS	6
ARTICLE 10 WORKING/SAFETY CONDITIONS.....	7
ARTICLE 11 LEAVE	8
ARTICLE 12 SENIORITY/LAY-OFF AND RECALL	9
ARTICLE 13 HEALTH AND WELFARE.....	10
ARTICLE 14 PENSION PLAN	11
ARTICLE 15 SUSPENSION AND DISCHARGE.....	12
ARTICLE 16 NO STRIKE/LOCKOUT.....	13
ARTICLE 17 MANAGEMENT RIGHTS	14
ARTICLE 18 SETTLEMENTS OF DISPUTES.....	15
ARTICLE 19 HOLIDAYS	18
ARTICLE 20 SAVINGS CLAUSE.....	18
ARTICLE 21 UNIT WORK PRESERVATION.....	19
ARTICLE 22 TRANSFER OF RIGHTS	19
ARTICLE 23 JURY DUTY	19

ARTICLE 24 SICK LEAVE	20
ARTICLE 25 BEREAVEMENT LEAVE.....	21
ARTICLE 26 401K.....	21
ARTICLE 27 ATTENDANCE AND TARDINESS POLICY.....	21
ARTICLE 28 DURATION AND TERMINATION	23

ARTICLE 1 UNION RECOGNITION

1.1 The Employer hereby recognizes, during the term of this Agreement, Local 174, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for employees of the Employer who are employed at NORTHWEST – Bothell, SNO-KING – Kirkland, and NORTHWEST – Woodinville, and whose job classification is set forth in this Agreement, and excluding all other employees, office clericals, guards, and supervisors as defined in the Act.

ARTICLE 2 GENERAL CONDITIONS - UNION MEMBERSHIP/UNION SECURITY

2.1 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 applications to join the Union within thirty (30) calendar days following employment or the date of signing of this Agreement, whichever is the latter, 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. 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 adopted 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 and indemnify the Employer for any and all action taken by the Employer in response to the Union's direction.

2.2 Thirty (30) days from the execution date of this Agreement, the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.

2.3 Thereafter the Employer shall submit to the Union the names and hiring dates of all new employees and, in addition, any employees 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 to employees in the bargaining unit.

2.4 The Employer, upon written authorization of the employee, shall deduct from the first paycheck 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 such 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 (\$125.00) from a single payroll check each month until the full amount of initiation fees for the employee is paid to the Union.

2.5 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.

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

2.7 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is 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 Employer 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.

2.8 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. This section shall not prevent the Employer, in its sole discretion, from paying an employee or group of employees more than required by this Agreement.

2.9 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.

2.10 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 3 BUSINESS AGENT ACCESS TO FACILITIES

3.1 A duly authorized representative of the Union shall be permitted to enter upon the Employer's non-production areas at reasonable times and upon first notifying a designated representative of the Employer before entering upon the non-production areas; provided however, that no interference with the work of the employees or the proper operation of the Employer shall result. Should a grievance arise over the interpretation or application of the collective bargaining agreement in the workplace, said Union representative may, with the permission of the Employer, enter upon production areas.

ARTICLE 4 PAY PERIODS

4.1 Employees will have withheld from their pay, amounts specified by federal and state law including Worker's Compensation, Social Security, unemployment compensation, and other benefits prescribed by law. Other deductions may be made with employees' prior written authorization.

4.2 An employee believing that his/her paycheck is incorrect shall immediately report it to his/her supervisor. If a shortage in excess of \$100.00 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. Reported shortages of less than \$100.00 shall be resolved promptly. Any separate check issued shall be taxed at the employee's regular withholding tax rate, if lawful.

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

4.4 Employees shall be paid on a weekly or bi-weekly basis with an established regular schedule of paydays.

ARTICLE 5 SHOP STEWARDS

5.1 The Union may designate one (1) shop steward and one (1) alternative shop steward per facility to represent bargaining unit employees. Stewards shall be allowed a reasonable amount of time during their scheduled working hours (in most cases not in excess of ten minutes) to investigate and process probable violations of this Agreement and grievances.

5.2 A shop steward appointment shall be effective immediately upon the Union providing the Employer written notification of an employee's appointment as shop steward.

ARTICLE 6 NON-DISCRIMINATION

6.1 The Union and the Employer agree not to discriminate against any individual with respect to hiring, compensation, or terms and conditions of employment because of such individual's race, age, color, sex, national origin, religion, marital status, veteran's status, physical, or mental disability, sexual orientation, union activity or refusal to engage in union activity, for any reason prohibited by applicable law.

6.2 Where the masculine or feminine is used in the text of this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of an employee.

ARTICLE 7 WORK SCHEDULES/OVERTIME

7.1 Supervisors shall advise employees of their individual work schedules. The Employer shall determine work schedules for employees subject to the provisions of this Agreement.

7.2 All employees, except those exempt by law, shall receive one and one-half (1½) times their regular hourly wage rate for all hours actually worked in excess of forty (40) in one workweek. Said overtime work must be authorized in advance by the Employer.

7.3 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).

7.4 (a) 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

(b) 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.

(c) 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.

(d) 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.

7.5 Regular employees shall be guaranteed five (5) consecutive days of work, Monday through Friday or Tuesday through Saturday (for employees on a 5/8 schedule), or four (4) days of work, Monday through Friday (for employees on a 4/10 schedule), and forty (40) hours per week, when work is available. The start time for a regular scheduled Monday workday

may be established between the hours of 10:00pm and midnight on the preceding Sunday without the payment of overtime pay.

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 own volition, or for cause, shall only be paid for time actually worked.

7.6 Except for employees regularly scheduled on that day and on the Saturday following a holiday, all Saturday and Sunday work shall be paid at one and one-half (1 ½) times the employee's regular hourly wage rate.

7.7 There shall be no pyramiding or compounding of overtime/premium pays under this Agreement.

ARTICLE 8 WAGES AND CLASSIFICATIONS

8.1 Lead workers, if designated by management, shall receive at least a \$1.00 premium over the senior technician scale.

8.2 Minimum straight-time hourly rates of pay for all bargaining unit employees for the duration of this Agreement shall be as specified in Appendix A.

8.3 Apprentices shall be paid as follows:

1st Year

1st three (3) months.....65% of Senior Technician Scale

Next nine (9) months.....73% of Senior Technician Scale

2nd Year

Full twelve (12) months....77% of Senior Technician Scale

3rd Year

1st six (6) months.....80% of Senior Technician Scale

2nd six (6) months.....85% of Senior Technician Scale

4th Year

1st six (6) months.....90% of Senior Technician Scale

2nd six (6) months.....95% of Senior Technician Scale

Thereafter.....100% of Senior Technician Scale

8.4 Apprentices who received credit, as determined by the Employer, for previous experience shall be paid, upon entrance, the wage rate of the period to which such credit advances them.

8.5 Any shift starting at or after 12:00 noon and before 4:00 a.m., the whole shift shall be paid a shift premium of fifty cents (.50) cents per hour.

8.6 The Employer will not limit the technician classification level for any hired technician. Technicians may move up in classification as they meet the standards of a higher classification. Once reaching a classification, technicians must maintain the standards of that classification or they will be reclassified to a lower classification. Ongoing training and certification may be required to maintain a classification, but the Employer will sponsor new training requirements. A technician must stay in a classification at least one year before advancing. Standards for each classification are referenced in appendix C of this Agreement. The Employer will determine the number of technicians on staff.

- (a) Prior to reducing an employee's classification, the Employer will provide the employee six (6) months written notice explaining what is necessary in order to retain his/her classification. An employee that believes he/she is qualified for a higher classification will submit a written request, including the basis for the increase, to the Employer. The Employer shall respond to the request within thirty (30) days, unless mutually agreed otherwise by both the Union and the Employer. If the request is denied, the Union and Employer will hold a meeting with the employee to discuss the matter. If the matter still remains unresolved, it may be submitted as a grievance and resolved through the grievance procedure.
- (b) During the first two (2) years of this Agreement, no employee will be demoted to a lower classification so long as the employee is making a good faith effort to meet the training requirements.

8.7 Senior Tech criteria: Complete seven (7) WMI classes, ASE certifications, or other mutually acceptable training opportunities within forty eight (48) months of becoming a "Senior" technician. All wage increases shall become effective the first pay period commencing after the specified date.

ARTICLE 9 VACATIONS

9.1 Regular employees shall receive paid vacations as follows:

- (a) one week after one year of continuous service;
- (b) two weeks after two years of continuous service;
- (c) three weeks after eight years of continuous service;
- (d) four weeks after fifteen years of continuous service;

(e) five weeks after twenty years of continuous service.

9.2 Vacation time shall be calculated using an employee's anniversary date. When a holiday falls within an employee's vacation, the employee shall receive one additional day's pay. Vacation shall be taken in units of one week, or in other increments as long as they have been pre-approved by management.

9.3 All employees with 1,750 or more worked hours during an employment year shall be entitled to full vacation benefits as set forth in Section 9.1. Employees resigning from employment after one full year of service and who do not provide the Employer two weeks' written notice of their intent to resign will not be eligible for any unused vacation pay or time. Employees leaving employment for any other reason will be eligible for all vacation benefits accrued at the time of separation after one year of service. Unused vacation time shall not be carried over to a subsequent benefit year unless the employee has made a good faith effort to take time off, and such requests have been denied by the Employer. In such cases, or by mutual agreement, vacation may be carried over. An employee eligible for three or more weeks of vacation may sell back one week of vacation to the Employer anytime after August 31st..

9.4 Formula for employees with less than 1,750 worked hours shall be: worked hours, divided by two thousand (2000), equals percentage earned vacation due employee. An employee shall accrue a year of service under this Article only for those years in which he/she works more than 1,500 hours.

ARTICLE 10 WORKING/SAFETY CONDITIONS

10.1 If uniforms are required, they shall be purchased by the Employer and maintained by the employee in conformance with standards established by the Employer (except the existing practice of the Employer maintaining coveralls will be retained).

10.2 All bargaining unit employees, other than utility employees, shall be required to possess a CDL Class B license with air brake endorsement by the completion of their probationary period except as provided in the parties' Letter of Understanding attached to this Agreement.

10.3 The Employer and Union agree the safety of the employees and the general public is of the utmost importance. In the event that a Joint Safety Committee is created using this bargaining unit and the truck driver's bargaining unit, at least one Safety Committee member shall be elected from this bargaining unit. Such Safety Committee meetings shall occur on Company time no more frequently than monthly and no less than quarterly. Minutes of the meetings shall be posted after every meeting.

10.4 An employee involved in any accident shall immediately report said accident and any known 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.

10.5 Employees will be paid a tool allowance up to the following amounts for approved safety boots and tools. This allowance will be paid in the first full pay period of each January of the below listed years. In the event an employee resigns employment with the Employer prior to the end of the calendar year, the Employer may withhold from the employee's final paycheck a prorated portion of the allowance for time remaining in that calendar year.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Technicians	\$600	\$700	\$700	\$700	\$700	\$700

Welders and Utility Workers \$250 per year throughout the Agreement

ARTICLE 11 LEAVE

11.1 The Employer may, upon request of an employee, and at its sole discretion, grant an employee a personal leave of absence for compelling personal reasons without loss of seniority for up to nine (9) months, unless otherwise mutually agreed by the Employer and the Union. The length of the leave shall be determined by mutual agreement of the Employer and the employee. The Employer shall make a good faith effort to place an employee returning from leave to the shift held prior to the leave.

11.2 A Union member elected or appointed to serve on Union business may be granted, an unpaid Leave of Absence for that purpose without discrimination or loss of seniority. While the Employer's concurrence shall not be unreasonably withheld, the parties recognize that operational factors may impact the Employer's ability to grant leave. The length of the leave shall be determined by mutual agreement of the Employer and the employee. While on leave, all wages and benefits shall be paid by the Union.

11.3 (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 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 physical DOT examinations for any or all employees, in which case the employees shall comply with the Employers 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 12 SENIORITY/LAY-OFF AND RECALL

12.1 The Employer and the Union agree that past and present performance, ability, and qualifications being equal, only then shall length of continuous service from the employees last date of hire govern in layoffs, recall, shift assignments, and job assignments. The Employer, in order to maintain the best operating efficiency, shall reserve the right to transfer employees to other bargaining unit locations as business needs dictate without regard to an employee's seniority as defined above. The parties also recognize the need to make temporary reassignments among employees for bona fide personal reasons.

12.2 An employee shall lose seniority and employment shall be terminated under this Agreement for the following reasons:

- (a) voluntary quit or retirement;
- (b) discharge for cause;
- (c) failure to return to work within ten (10) business days after offer of recall is made;

- (d) failure to return to work on the scheduled date at the end of an authorized leave of absence;
- (e) more than twelve (12) month continuous absence, including due to layoff, or unless due to an occupational injury, in which case seniority shall prevail for eighteen (18) months (unless otherwise agreed by the Union and the Employer);
- (f) three days of consecutive absence without call or show.

12.3 When an opening on a shift exists, it shall be filled by seniority provided the employee has substantially equivalent skills, training and experience, and no other reasonable operational issues are caused by the assignment. The Employer shall not be required to fill more than the original opening according to this seniority arrangement.

12.4 The Company shall post a seniority list, in a location easily accessible to the affected employees, and shall update such seniority list on a periodic basis to reflect terminations and new hires. The list shall include a verifiable time and date of posting. The Local Union may request and shall be furnished an updated seniority list to resolve seniority issues. Any employee may protest the accuracy of his/her seniority date and his/her relative standing on that seniority list by filing a timely grievance.

12.5 An employee permanently transferred outside of the bargaining unit to the shop of another company within the Waste Management group will retain seniority for vacation purposes, but will be at the bottom of the shop seniority list with the new company. The employee must agree to the transfer.

12.6 Seniority prevails after working ninety (90) days. After completion of the ninety day probationary period, seniority reverts back to the beginning of the ninety day period. Probationary employees are employed at the sole discretion of the Employer, and disciplinary action, including discharge, is not subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 13 HEALTH AND WELFARE

13.1 Effective January 1, 2007, the Employer shall provide health and welfare coverage under the medical plan made available to Waste Management employees (including disability coverage), which requires a 90 calendar day waiting period for initial eligibility. The Employer agrees that the employees will receive the same health and welfare benefits, and benefit options, generally made available to regular Waste Management employees. Employee contributions also will be the same as expected of regular WM employees and based upon plan selection. Prior to January 1, 2007 the Employer shall retain the existing coverage and plan for employees.

13.2 The Employer may, at its sole discretion, discontinue its current plan and provide employees medical/dental insurance coverage under an alternative plan or under a state or federally sponsored plan.

ARTICLE 14 PENSION PLAN

14.1 Technicians and Welder Classifications. The Employer shall make the following contributions to the Western Conference of Teamsters Pension Plan under the PEER 84 plan for all bargaining unit employees up to 2080 hours per year, for every hour for which compensation is paid.

- Effective for compensated hours on/after January 1, 2011: \$5.50
- Effective for compensated hours on/after January 1, 2012: \$5.70
- Effective for compensated hours on/after January 1, 2012: \$5.70
- Effective for compensated hours on/after January 1, 2013: \$5.80
- Effective for compensated hours on/after January 1, 2014: \$5.90
- Effective for compensated hours on/after January 1, 2015: \$6.10

14.2 Utility Worker Classification. The Employer shall make the following contributions to the Western Conference of Teamsters Pension Plan under the PEER 84 plan for all bargaining unit employees up to 2080 hours per year, for every hour for which compensation is paid.

- Effective for compensated hours on/after January 1, 2011: \$4.00
- Effective for compensated hours on/after January 1, 2012: \$4.20
- Effective for compensated hours on/after January 1, 2013: \$4.30
- Effective for compensated hours on/after January 1, 2014: \$4.40
- Effective for compensated hours on/after January 1, 2015: \$4.60

14.3 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the plan. The additional contributions for PEER are included in the amounts indicated above, and it is understood that the PEER rate must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

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

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

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

14.7 Technicians, Welders and Utility Workers. For probationary employees hired on or after the ratification of this agreement (September 12, 2006), the Employer shall pay an hourly contribution rate of \$0.10 per hour (including \$0.01 for PEER/84) during the probationary period as defined in article 12.6, but in no case for a period longer than the first 90 calendar days from an employee's first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described above.

ARTICLE 15 SUSPENSION AND DISCHARGE

15.1 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.

15.2 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.

15.3 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.

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

15.5 Warning notices not given and suspensions (including unpaid suspensions pending a discharge decision) and discharges (other than Section 15.6 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.

15.6 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/misuse of any kind related to sick leave; punching or

recording another employee's time card; failure to report an accident as required by Section 10.4; 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 16.3; 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.

15.7 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 15.3 and 15.5, 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.

15.8 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.

15.9 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 16 NO STRIKE/LOCKOUT

16.1 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.

16.2 It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement of an employee or disciplinary action of any kind if an employee voluntarily refuses to cross a primary picket line, approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

16.3 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 17 MANAGEMENT RIGHTS

17.1 Except as otherwise expressly and specifically provided within this agreement, the Union recognizes that the Employer retains the right to operate and manage the business, to direct, control, and schedule its operations and workforce and to make any decisions affecting the business. Such prerogative shall include, but not be limited to, the right to: hire; promote; lay-off, assign; classify; reclassify; evaluate; transfer; discharge and discipline employees for just cause; suspend employees with pay; suspend employees without pay for cause; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operations within the bargaining unit; determine and schedule when overtime shall be worked, install or move equipment; determine the work duties of employees; select supervisory and managerial employees; create or eliminate jobs; relieve employees because of lack of work or retirement; discontinue or reorganize or combine any department or branch of operations; introduce new and improved methods of operation or facilities; establish work performance levels and standards of performance of the employees; and in all respects carry out, in addition, the ordinary and customary functions of management except as expressly modified by this Agreement.

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

17.3 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 existed as of 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. Upon implementation of any modifications of this Agreement, the issues in dispute shall be immediately submitted to a neutral arbitrator for determination according to the procedures set forth in Article 18.

17.4 Economic Parity. During the term of this Agreement, should any other sanitation or recycling company (other than another company in the Waste Management group) obtain more favorable economic terms and conditions in a contract with Teamsters Local 174, the Employer may serve upon the Union thirty (30) days' notice of implementation of the more favorable economic terms and conditions. During the thirty (30) day period, the Employer shall grant the Union ample opportunity to negotiate over the proposed implementation and its effects.

If after thirty (30) days the Employer, in fact, implements any or all of the economic terms and conditions which compromise 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 18 SETTLEMENTS OF DISPUTES

18.1 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.

18.2 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 17.3.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 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.

18.12 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.

18.13 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.

18.14 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.

18.15 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.

18.16 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.

18.17 Fee for 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 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.

18.18 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.

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

18.20 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.

18.21 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 19 HOLIDAYS

19.1 All employees with seniority shall be paid straight time for all holidays in addition to regular hourly wages for the holidays set forth in this Article, provided that the employee has worked his/her scheduled shift the day before the holiday, the holiday, and the employee's next scheduled shift after the holiday, unless the employee has been excused from work or due to family emergency. If a holiday occurs during an employees vacation, the employee shall receive holiday pay in addition to vacation pay.

19.2 No work shall be performed on Christmas Day. Further, no work shall be performed on Thanksgiving Day, or January 1, 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 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. All other holidays are scheduled workdays. If a non-work holiday falls within a regular workweek, an employee must work the Saturday following the holiday to receive holiday pay, unless the employee has been excused from work due to a scheduled absence, or bona fide family emergency.

19.3 The Employer shall allow up to two employees per shop to take holidays off, on a rotating seniority basis, as operational necessity (as determined by the Employer) allows. Those employees shall receive straight time for time actually worked in addition to their holiday pay.

The following days are holidays:

New Year's Day
Washington's Birthday
Memorial Day

July 4th
Labor Day
Thanksgiving Day

Christmas Day
M.L. King, Jr. Day
Floating Holiday

ARTICLE 20 SAVINGS CLAUSE

20.1 Should any Article, Section or provision of this Agreement or Letters of Understanding be rendered invalid or compliance therewith restrained, the application of other Articles, sections or provisions shall not be affected thereby.

20.2 In the event any Article, Section, or provision is rendered invalid or enforcement or compliance therewith restrained, the parties shall enter into immediate negotiations seeking a mutually satisfactory replacement.

ARTICLE 21 UNIT WORK PRESERVATION

21.1 The Employer shall not assign or subcontract job duties to non-bargaining unit employees except as allowed in this Agreement, or where required by law or government regulations or WMBE requirement; provided that this Section shall not be interpreted as prohibiting the Employer from determining which materials, methods or systems shall be used in the conduct of its business operations, or continuing its existing practices with regard to the subcontracting of work. 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 21.3.

21.2 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 for overtime after a reasonable attempt by management, or where the Employer has a past practice of supervisors helping with bargaining unit work.

21.3 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 with the Union concerning the effects of such changes.

ARTICLE 22 TRANSFER OF RIGHTS

22.1 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, if doing so does not create redundant job positions or inefficiency of operations.

22.2 The Employer shall notify any purchaser, transferee, lessee, or assignee 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 23 JURY DUTY

23.1 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.

23.2 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.

23.3 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 if an employee is released from jury service at least four hours prior to the end of his/her scheduled shift, the employee must immediately contact the Employer to determine whether to report for work and complete the shift.

ARTICLE 24 SICK LEAVE

24.1 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. Benefits shall be payable for bona fide absences caused by illness or accident commencing the second first scheduled working day of sickness.

24.1.1 In order for sick benefits to be paid out an Employee must notify his/her supervisor (or leave a voice mail) of the qualifying reason for the absence, and a contact number where the employee may be reached or a message left, prior to the beginning of the employee's regularly scheduled shift on each day of absence. In the event of an emergency, the employee must notify his/her supervisor as soon as reasonably possible.

24.2 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) or ten (10) hours and must be scheduled for workdays.

24.3 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 (and recognizing 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 13, shall not exceed the wage scale in Article 8.

24.4 The Employer shall have the right to insist on a statement from the employee's doctor after three (3) consecutive days absent, or if it reasonably suspects abuse. If, at any time, the Employer deems the sick leave is abused, the Employer has the right to send an employee to the Employer's 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 and shall be paid for by the Employer. 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 Section 24.3.
(TA 12-13-10)

24.5 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.

ARTICLE 25 BEREAVEMENT LEAVE

25.1 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.

25.2 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 26 401K

26.1 The Employer agrees to participate in the Teamster National 401K Savings Plan. The Employer shall administer such plan, paid for by Employees.

ARTICLE 27 ATTENDANCE AND TARDINESS POLICY

27.1 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
Sixth	Written
Seventh	Suspension
Eighth	Termination

27.2 Any continuous incident of absenteeism (i.e. caused by the same illness or injury) of the employee 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 work-day 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, depending on the Employer's need for operational flexibility. For example, if an employee misses work due to a disabling accident that results in consecutive days off, the consecutive absences shall be treated as a single occurrence. Tardiness shall count as one half (½) occurrence if an employee is more than five (5) minutes but less than one (1) hour late and a full occurrence if more 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.

(T/A - 11/12/10)

27.3 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 or performed prior to the start-time.

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

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

27.6 Employees tardy for reasons of inclement weather shall not be issued an "occurrence" provided that the employee notifies their supervisor for approval (the Employer shall not unreasonably withhold approval) 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.

27.7 The employee may request an exception to the above rules based upon extenuating circumstances, 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.

27.8 An absence or tardiness that is covered by FMLA or Washington Family Care Law will not count as an "occurrence" under this Article. This Article applies, however, where the absence is due to the employee's own illness (and not covered by FMLA) or where the absence is due to the illness of a family member covered by the Washington Family Care Law and the employee does not have accrued paid leave or is not otherwise eligible to use that leave.

27.9 Failure to be on time for safety meetings that have been posted will result in one half (½) occurrence for up to five (5) minutes late, and one occurrence thereafter. This does not apply to drivers working on route prior to the start of the safety meeting.

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

27.11 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.

27.12 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.

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

27.14 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.

ARTICLE 28 DURATION AND TERMINATION

28.1 This Agreement shall become effective on its Ratification date and shall continue in full force and effect through December 31, 2015, and thereafter on a year to year basis by automatic renewal. Either party may reopen this Agreement by giving written Notice of Opening no more than ninety (90) nor less than sixty (60) days prior to December 31, 2015, or any subsequent December 31 if extended by automatic renewal. In the event a Notice of Opening is provided, the Agreement will remain in full force and effect past the expiration date, and be subject to termination only upon either party providing the other with ten (10) days written notification of termination. The parties hereto shall provide ten (10) days written notice prior to engaging in any economic action against the other party.

NORTHWEST-Bothell, SNO-KING-
Kirkland, and NORTHWEST-Woodinville

GENERAL TEAMSTERS
LOCAL UNION NO. 174

By: _____

Date: FEB 28/11

By: Rich Heils

Date: 2/21/11

APPENDIX A

TOP STEP WAGE RATES

	1/10	1/11	1/12	1/13	1/14	1/15
Senior Tech.	27.30	28.30	28.80	29.30	29.90	30.65
Tech.	25.01	25.76	26.26	26.76	27.36	27.96
Asst. Tech.	21.11	21.86	22.36	22.86	23.36	23.96
Welder A	25.01	25.76	26.26	26.76	27.36	27.96
Welder B	21.11	21.86	22.36	22.86	23.36	23.96
Utility Worker*	16.22	16.97	17.47	17.97	18.57	19.17

* An employee that works solely for the shop, and excludes the fueler, truck washers, and container washers

All classifications except Utility Worker shall have break in rates as follows. There shall be no break-in rates for Utility Workers.

1 st 90 calendar days	87.5% of applicable top step
2 nd 90 calendar days	91.7% of applicable top step
3 rd 90 calendar days	95.8% of applicable top step

All welders that were in the bargaining unit at the time of ratification will be considered "A" welders.

APPENDIX B

SAFETY SENSITIVE RULES

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, 4, 6, 8, or 10, the Employer may suspend or discharge.

For violations of Safety Sensitive Rules 3, 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

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 for Northwest — Bothell, Sno-King — Kirkland, and Northwest — Woodinville (Mechanics' Bargaining Unit) which expires on (date to be inserted).

As set forth in the collective bargaining agreement effective [INSERT DATE], all employees shall be required to possess a CDL pursuant to Section 10.2 of the parties' collective bargaining agreement. However, during the course of bargaining the parties have agreed that the following employees shall not be required to seek or obtain a CDL to work as a mechanic under this Agreement:

1. Thomas Sawyer
2. Dennis Berstrom
3. Lucas Matney
4. Maksim Skrinnik

The parties have further agreed that the following employees shall not be required to obtain a CDL during the life of this Agreement, except to qualify and bid on a position as mechanic:

1. Mario Torres — Yard
2. Luis Zabala — Cart Washer

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.

2/21/11
Date

Teamsters Union Local No. 174
Rich [Signature]

FEB 28/11
Date

Waste Management of Washington
[Signature]

APPENDIX C

**JOB DESCRIPTIONS
FOR CLASSIFICATIONS IN BARGAINING
UNIT ARE ATTACHED**



Senior Technician

Job Family: Maintenance
FLSA Status: Non-Exempt
Job Code: 1OH010A

Job Summary

Performs preventive maintenance inspection (PMI); troubleshoots, repairs, and rebuilds major components on vehicles and equipment. Ensures accurate diagnosis and effective repair and/or replacement of components.

Essential Duties and Responsibilities

- Performs inspection, diagnosis and repair of electrical, hydraulic, suspension, drive train, engine, brake and air systems on vehicles and equipment
- Proficiency in the diagnosis, repair, and rebuilding of major components on assigned vehicles and equipment
- Performs preventive maintenance inspections and ensures the timely and effective repair of any problems identified during an inspection
- Completes required paperwork utilizing fleet maintenance software program associated with repairing vehicles, documenting parts usage, and accounts for repair times
- Utilizes vehicle computer electronics systems to interpret failure modes to initiate or assign repairs
- Estimates time and material costs on vehicle and equipment repairs and requisitions new parts
- Performs all work within Standard Repair Times (SRTs)
- Completes and signs Driver Vehicle Inspection Report (DVIR)
- Advises supervisor immediately if additional work is needed or if repairs cannot be completed within the Standard Repair Times (SRTs)
- Proficient in welding techniques
- Inspects the quality of outside/supplier repairs and or rebuilds
- Assess structural damage and assigns needed repairs utilizing the most appropriate method(s)
- Performs service calls for emergency breakdowns
- Conducts safety checks on vehicles and equipment
- Performs maintenance related work as required
- Provides assistance, guidance and direction to other maintenance personnel
- In the absence of supervision may provide maintenance supervisory duties
- Maintains a clean, safe work area in compliance with Corporate / OSHA Standards

- Performs all work in accordance with established safety procedures

Supervision Received and Exercised

Works under limited supervision. Assist in orienting, training, and assigning task to lower level employees.

Knowledge, Skills and Abilities

Proficiency in vehicle and equipment diagnosis and repair

Working knowledge of fuel, ignition, cooling, mechanical, suspension, drive train, engine, transmission, hydraulic, electrical and air brake systems

Knowledge of safety procedures and practices necessary while operating or repairing vehicles and equipment

Skill in operating tools equipment, parts and procedures utilized during the repair and servicing of vehicles and equipment

Skill in repair of special purpose equipment

Ability to effectively communicate needed repairs or tasks

Ability to diagnose defects in and repair a variety of equipment and vehicles

Ability to read and comprehend service and technical information

Ability to utilize fleet maintenance software program

Knowledge of Total Tire Maintenance Program

Ability to complete required paperwork to accurately document repairs, utilization of parts and associated repair times

Ability to plan and evaluate the work of skilled technicians and other maintenance workers

Education and/or Experience

High school diploma or G.E.D. and a minimum of three (3) years of experience in automotive/truck, light or heavy equipment maintenance and repair or completion of accredited vocational technical school program with one year of fleet experience.

***Licenses, Certifications, Registrations**

Vehicle driver's license

**** Collection***

Must have attended a brake training class and or work with air brake systems with a minimum of 1 year experience

Complete 7 ASE Certifications or WMI Technical Classes within 48 months of becoming a Senior Technician

**** Post Collection***

Complete 3 ASE Certifications or WMI Technical Classes within 48 months of becoming a Post Collection Senior Technician

Physical Demands and Work Environment

Work is performed in an open automotive shop environment and may be exposed to the elements, the noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb stairs, reach, bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less and in confined spaces. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties to be performed.



Technician

Job Family: Maintenance
FLSA Status: Non-Exempt
Job Code: 1OH00A

Job Summary

Works under limited supervision and selects from written instructions and established procedures to accomplish assigned tasks. Performs preventive maintenance services; inspect, diagnosis and repair vehicles and equipment.

Essential Duties and Responsibilities

- Performs repairs and assigned preventive maintenance services
- Performs inspection, diagnosis and repair of electrical, hydraulic, suspension, brake and air systems on vehicles and equipment
- Utilizes vehicle computer electronics systems to interpret failure modes to initiate or assign repairs
- Estimates time and material costs on vehicle repairs and requisitions new parts
- Performs all work within Standard Repair Times (SRTs)
- Performs service calls for emergency breakdowns
- Conducts safety checks on vehicles and equipment
- Completes required paperwork utilizing fleet maintenance software program associated with repairing vehicles, documenting parts usage, and accounting for repair times
- Assist senior technicians in the completion of project work.
- Proficient in welding techniques
- Reviews, completes or assigns repairs identified on Driver Vehicle Inspection Reports
- Performs maintenance related work as required
- Maintains a clean, safe work area in compliance with Corporate / OSHA Standards
- Performs all work in accordance with established safety procedures

Supervision Received and Exercised

Works under minimal supervision. May periodically assist in orienting and training lower level employees.

Knowledge, Skills and Abilities

Proficiency in vehicle and equipment diagnosis and repair

Working knowledge of fuel, ignition, cooling, mechanical, hydraulic, electrical and air brake systems

Knowledge of safety procedures and practices necessary while operating or repairing vehicles and equipment

Skill in operating tools equipment, parts and procedures utilized during the repair and servicing of vehicles and equipment

Skill in repair of special purpose equipment

Ability to effectively communicate needed repairs or tasks

Ability to diagnose defects in and repair a variety of equipment and vehicles

Ability to perform minor and moderately complex mechanical repair on a variety of equipment and vehicles

Knowledge of hydraulic systems and ability to read hydraulic schematic

Ability to read and comprehend service and technical information

Ability to utilize fleet maintenance software program

Knowledge of Total Tire Maintenance Program

Ability to complete required paperwork to accurately document repairs, utilization of parts and associated repair times

Education and/or Experience

High school diploma or G.E.D. and a minimum of two (2) years of experience in automotive/truck, light or heavy equipment maintenance and repair or completion of accredited vocational technical school program.

***Licenses, Certifications, Registrations**

Vehicle driver's license

**** Collection***

Brake Inspection Certification and Annual Vehicle Inspection Certification

Complete 3 or more ASE Certifications or WMI Technical Classes within 24 months of becoming a technician

**** Post Collection***

Complete 2 or more ASE Certifications or WMI Technical Classes within 24 months of becoming a technician

Physical Demands and Work Environment

Work is performed in an open automotive shop environment and may be exposed to the elements, the noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb stairs, reach, bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less and in confined spaces. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties to be performed.

Education and/or Experience

High school diploma or G.E.D. and a minimum of one (1) year of experience in automotive/truck, light or heavy equipment repair, or completion of an accredited technician training program

Licenses, Certifications, Registrations

Vehicle driver's license

Obtain A.S.E. PMI Certification or attend WMI's PMI Technical Class within 12 months of becoming an Assistant Technician

Physical Demands and Work Environment

Work is performed in a fleet service shop environment and may be exposed to the elements, noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb, reach, bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties performed.



Senior Welder

Job Family: Maintenance
FLSA Status: Non-Exempt
Job Code: 10E01G

Job Summary

Performs preventive maintenance inspection (PMI), troubleshoots, repairs, and rebuilds major components on compactors and containers. Ensures accurate diagnosis and effective repair and/or replacement of components.

Essential Duties and Responsibilities

- Performs preventive maintenance inspections, diagnose and repair of electrical and hydraulic systems on compactors
- Proficiency in the diagnosis, repair, and rebuilding of components on compactors and containers
- Qualified in the welding processes such as arc welding, gas welding, aluminum welding, brazing, plastic welding, and soft soldering on a variety of materials
- Completes required paperwork utilizing fleet maintenance software program associated with repairing compactors and containers, documenting parts usage, and accounting for repair times
- Repairs compactors, containers and carts
- Conducts safety checks on compactors and containers
- Performs service calls for compactor repairs and emergency breakdowns
- Performs related work such as flame cutting, bending, forming, beveling, notching of metal and plastic parts
- Performs all work within Standard Repair Times (SRTs)
- Performs standard layouts and set-ups of dimensions and tolerances
- Utilizes standard shop hand tools, measuring devices and equipment
- Estimates time and material costs on vehicle repairs and requisitions new parts
- Inspects the quality of outside/supplier repairs and or rebuilds
- Works from prints, drawings and verbal instructions to perform welding operations
- Performs layout operations, develops fixtures for one-of-a-kind units, and selects optimum welding process
- Performs other maintenance related work as required
- Provides assistance, guidance and direction to lower level maintenance personnel
- In the absence of supervision may provide container maintenance supervisory duties

- Maintains a clean, safe work area in compliance with Corporate / OSHA Standards.
- Performs all work in accordance with established safety procedures

Supervision Received and Exercised

Works under limited supervision. Assist in orienting, training, and assigning task to lower level employees.

Knowledge, Skills and Abilities

Proficiency in welding techniques

Knowledge of safety procedures and practices necessary while operating or repairing compactors, containers and carts

Skill in operating tools equipment, parts and procedures utilized during the repair and servicing of compactors, containers and carts

Skill in repair of special purpose equipment

Ability to effectively communicate needed repairs or tasks

Ability to perform repairs on a variety of compactors, containers and carts

Ability to read and comprehend service and technical information

Ability to utilize fleet maintenance software program

Ability to complete required paperwork to accurately document repairs, utilization of parts and associated repair times

Ability to plan and evaluate the work of skilled welders and other container maintenance workers

Knowledge of welding techniques (oxygen-acetylene, electric arc, and aluminum), tools and equipment

Skill in the design, fabrication, joining and repair of a variety of metal objects, equipment, fixtures and structures

Ability to work from prints and technical manuals

Education and/or Experience

High school diploma or G.E.D. and a minimum of three (3) years experience in welding or equivalent professional certification and one (1) year field experience

Licenses, Certifications, Registrations

Vehicle driver's license

Welding Certificate or attend WMI's Sponsored Class within 48 months of becoming a Senior Welder

Physical Demands and Work Environment

Work is performed in an open automotive shop environment and may be exposed to the elements, the noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb stairs, reach,

bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less and in confined spaces. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties to be performed.

Welder

Job Family: Maintenance
FLSA Status: Non-Exempt
Job Code: 10E00A

Job Summary

Works under limited supervision and selects from written instructions and established procedures to accomplish assigned tasks. Applies appropriate welds to fabricate or repair compactors, containers and carts.

Essential Duties and Responsibilities

- Performs minor repairs and applies basic welding processes
- Repairs compactors, containers and carts
- Performs preventive maintenance inspections, diagnose and repair of electrical and hydraulic systems on compactors
- Qualified in the welding processes such as arc welding, gas welding, aluminum welding, brazing, and soft soldering on a variety of materials
- Conducts safety checks on compactors and containers
- Completes required paperwork utilizing fleet maintenance software program associated with repairing compactors and containers, documenting parts usage, and accounting for repair times
- Assist senior welders in the completion of project work
- Performs service calls for compactor repair
- Performs related work such as flame cutting, bending, forming, beveling, notching of metal and plastic parts
- Performs all work within Standard Repair Times (SRTs)
- Works from prints, drawings and verbal instructions
- Performs standard layouts and set-ups of dimensions and tolerances
- Utilizes standard shop hand tools, measuring devices and equipment
- Performs other maintenance related work as required
- Maintains a clean, safe work area in compliance with Corporate / OSHA Standards
- Performs all work in accordance with established safety procedures

Supervision Received and Exercised

Works under minimal supervision. May periodically assist in orienting and training lower level employees.

Knowledge, Skills and Abilities

Proficiency in welding techniques

Knowledge of safety procedures and practices necessary while operating or repairing compactors, containers and carts

Skill in operating tools equipment, parts and procedures utilized during the repair and servicing of compactors, containers and carts

Skill in repair of special purpose equipment

Ability to effectively communicate needed repairs or tasks

Ability to perform repairs on a variety of compactors, containers and carts

Ability to read and comprehend service and technical information

Ability to utilize fleet maintenance software program

Ability to complete required paperwork to accurately document repairs, utilization of parts and associated repair times

Education and/or Experience

High school diploma or G.E.D. and a minimum of two (2) years experience in welding.

Licenses, Certifications, Registrations

Vehicle driver's license

Physical Demands and Work Environment

Work is performed in an open automotive shop environment and may be exposed to the elements, the noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb stairs, reach, bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less and in confined spaces. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties to be performed.



Utility Worker

Job Family: Maintenance
FLSA Status: Non-Exempt
Job Code: 1RB00A

Job Summary

Maintains shop facility in a clean and orderly manner. Washes, fuels and tops off fluids as required.

Essential Duties and Responsibilities

- Maintains shop facility in a clean and orderly manner
- Inspects vehicles daily to top off fluids and fuel
- Performs tire air pressure check as required
- Washes trucks according to schedule
- Maintains records of fuel and fluids used and supplies in storage tanks
- Performs a variety of general manual labor tasks
- May assist the Technicians with preventive maintenance of assigned equipment
- Performs other work as required and assigned by maintenance supervisor.
- Maintains a clean, safe work area in compliance with Corporate / OSHA Standards.
- Performs all work in accordance with established safety procedures

Supervision Received and Exercised

Work directed by supervisor through instructions or procedures. No supervision is exercised over others

Knowledge, Skills and Abilities

Knowledge of tools, equipment and shop procedures

Ability to complete required paperwork to accurately document repairs, parts and associated repair times

Knowledge of safety precautions and practices necessary when working with shop equipment

Ability to maintain legible and accurate records

Education and/or Experience

High school diploma or G.E.D.. This is an entry-level position that does not have experience requirements

Licenses, Certifications, Registrations

Vehicle driver's license

Physical Demands and Work Environment

Work is performed in an open automotive shop environment and may be exposed to the elements, the noise of machinery and vehicles, fumes, exhaust emissions, grease, engine oils, solvents, chemicals, dust, electrical hazards, mechanical hazards, vehicle hazards and vibrations. Stand and walk on level and uneven surfaces, twist, bend, push, pull, crouch, climb stairs, reach, bend and crawl, grasp, drag, lift and carry items weighing 50 pounds or less. May work above shoulder level with power and /or hand tools weighing 15 pounds or less and in confined spaces. Must be able to meet the physical requirements of the positions and have mobility, vision, hearing, and sense of smell and dexterity levels appropriate to the duties to be performed.

1917

Annual Report of the Board of Directors

The Board of Directors has the honor to present to you the following report of the activities of the Corporation during the year ending December 31, 1917.

The Corporation has during the year completed the construction of the new plant at [location] and has moved into the new building on [date]. The new plant is a modern and efficient one and will enable the Corporation to produce a larger quantity of goods at a lower cost than was possible at the old plant.

The Corporation has also during the year completed the construction of the new [type of building] at [location]. This building will be used for the storage of raw materials and finished goods and will also be used for the housing of the Corporation's employees.

The Corporation has during the year also completed the construction of the new [type of building] at [location]. This building will be used for the housing of the Corporation's employees.

The Corporation has during the year also completed the construction of the new [type of building] at [location]. This building will be used for the housing of the Corporation's employees.

