

WASTE MANAGEMENT OF WASHINGTON, INC. D/B/A
WASTE MANAGEMENT OF SEATTLE,
WASTE MANAGEMENT SOUTH SOUND,
WASTE MANAGEMENT MARYSVILLE,
WASTE MANAGEMENT NORTH SOUND,
WASTE MANAGEMENT RST/TRI-STAR,
WASTE MANAGEMENT NORTH SOUND – MARYSVILLE
(Welders / Mechanics), SOUTH SOUND
(Welders/Mechanics/Service Technicians/Utility Workers)
WASTE MANAGEMENT WOODINVILLE,
WASTE MANAGEMENT RECYCLE NORTHWEST,
WASTE MANAGEMENT EASTMONT DRIVERS &
OPERATORS
AND
GENERAL TEAMSTERS LOCAL UNION NO. 174
AND
WASTE MANAGEMENT OF SKAGIT COUNTY (DRIVERS
AND MECHANICS)
AND
GENERAL TEAMSTERS LOCAL UNION NO. 231

“COMMON CLAUSES”
SANITATION AGREEMENT
2019 - 2024

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WASTE MANAGEMENT OF WASHINGTON, INC.
AND
GENERAL TEAMSTERS LOCALS 174 & 231
2019 - 2024
“COMMON CLAUSES” SANITATION AGREEMENT

DURATION AND RENEWAL CLAUSE:

This Agreement between **WASTE MANAGEMENT OF WASHINGTON, INC. d/b/a WASTE MANAGEMENT OF SEATTLE, WASTE MANAGEMENT SOUTH SOUND, WASTE MANAGEMENT MARYSVILLE, WASTE MANAGEMENT NORTH SOUND, WASTE MANAGEMENT RST/TRI-STAR, WASTE MANAGEMENT NORTH SOUND – MARYSVILLE and SOUTH SOUND MECHANICS, WASTE MANAGEMENT WOODINVILLE, WASTE MANAGEMENT RECYCLE NORTHWEST, WASTE MANAGEMENT EASTMONT DRIVERS & OPERATORS, and GENERAL TEAMSTERS LOCAL UNION NO. 174, and WASTE MANAGEMENT OF SKAGIT COUNTY (DRIVERS AND MECHANICS) and LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, shall be effective commencing upon ratification and shall continue in force and effect through March 31, 2024, 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, and Local Union No. 231, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all employees of the Employer whose job classifications and work locations are set forth in Article 12 of this Agreement. Separate bargaining units to be maintained.

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 and will not delay an employee's request when the information requested is readily available.

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. BIDDING

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 working beyond the Hours of Service Regulations), or other new equipment design or where the employee is physically unable to do so.

2.02 All permanently vacated or newly established bids will be posted within five (5) days, for six (6) working days of the permanently vacated or newly established bid being vacated, or newly established. 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). On the day and at the time the Employer posts a bid the Employer will notify the Shop Steward(s) at the location(s) affected.

2.03 Openings shall be filled by the most senior qualified bargaining unit employee that bids the opening. Any vacancy shall be open for bid, for a total of six (6) bids, which includes the original bid, and awarded to the most senior qualified employee who bids the vacated position. In bids involving driver vacancies the next vacancy or vacant route shall be filled by the most senior Floater or Cover driver who desires the vacancy or the route.

2.04 Vacant Container Delivery position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.1 Container Delivery Drivers that have satisfied the CDL requirements shall be given the opportunity by Employer seniority to fill openings before hiring from outside the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.2 Openings in Dispatcher / Data Entry position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.3 Openings in Autoclave position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.4 Openings in Medical & Foreign Waste helper position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.5 Openings Medical Healthcare Solutions Driver position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.6 Openings in Operator position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.7 Openings in Mechanic position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification(s) have exercised their seniority.

2.04.8 Openings in Welder position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification(s) have exercised their seniority.

2.04.9 Openings in Utility Worker position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.10 Openings in Class "A" position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.04.11 Openings in Operator position(s) shall be bid by the most senior employee in the bargaining unit once all current employees in such classification have exercised their seniority.

2.05 Once an employee has successfully been awarded a bid, the Employer may not unilaterally move the employee off that bid unless the employee consents. In this case, no bid employee may consent when there are Floaters or Cover employees who desire to perform such work. Should that occur, the employee shall be paid the floater rate of pay for all hours for that day.

2.06 All night shifts (i.e., shifts beginning between 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.

2.07 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.

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

2.09 An employee moving into a new position will be on a trial period of thirty (30) 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. An employee bidding into a new line of business shall be allowed to return to their original bid during the first five (5) days or until their original bid has been filled. In such cases, this employee shall be prohibited from bidding into this line of business for a period of twelve (12) months. 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.

2.10 For purposes of this Article, qualified refers to the demonstrated ability to drive or operate the equipment and / or possess the appropriate license, which may be established either through prior experience in driving or operating the equipment or through training provided pursuant to Section 2.14.

2.11 Nothing in this Article restricts the Employer's right to change or revise routes.

2.12 Any bid position where the Employer knows the bid employee will be absent for more than sixty (60) calendar days shall be bid and covered as a "hold down bid" until which time the original employee returns to work. Once an employee has successfully bid a "hold down bid", the Employer may not unilaterally move the employee off that bid.

2.13 ACQUIRING NEW CITY CONTRACTS: The following shall apply once Waste Management has determined the number and type of positions they plan to fill. Displaced workers who choose to transfer to Waste Management as a result of their Company losing a City contract who apply and satisfy all Company pre-employment screening and other new hire criteria / requirements shall be allowed to follow their work at the same levels as the work performed under the losing Company and shall be end-tailed onto the current seniority list. They shall be assigned to the route they followed (if the Company maintains the route) or a similar route (if possible) in the same line of business to the route they followed until which time as they bid off said route. A displaced worker is any employee who as a result of the loss of a City Contract would be subject to lay-off.

2.14 In the case of a job reassignment where the employee will be operating a different type of equipment / vehicle and 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.
- 3.03 Employees shall be paid for all time worked in the employment of the Employer.

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 1st
Martin Luther King Day
Washington's Birthday (3rd Monday of February)
Memorial Day (Last Monday of May)
July 4th
Labor Day (First Monday of September)
Thanksgiving Day
Christmas Day
Floating Holiday
(2) Additional Floating Holidays effective January 1, 2020

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 unless the absence is considered protected leave.

5.03 No work shall be performed on Christmas Day. Further, no work shall be performed on Thanksgiving Day or January 1st 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.

If a holiday that is not worked falls on an employee's normal workday and is not worked by the employee on a 5x8 schedule, the following Saturday shall be a normal workday (guarantees apply) and be paid at the time and one-half (1-1/2) rate of pay. For employees on a 4x10 schedule, their first (1st) regular day off except Sunday, shall be paid at the time and one-half (1-1/2) rate of pay. Sunday shall be paid at the rate of double time (2X).

5.04 All eligible non-probationary employees shall receive eight (8) hours of holiday pay for each of the 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.

5.05 Floating holidays and requests for single day vacation selected by employees during the third round of the vacation selection process and subject to the same limitations applicable for vacation selection shall take precedent over any other requested day off. Such requests will be approved in seniority order. All other floating holidays or single day vacation requests by employees must be provided to the Employer with at least seven (7) calendar days notice of the request, unless mutually agreed otherwise and shall be on a first come first served basis. Requests with less than seven (7) calendar days notice are subject to the Employer's operational needs. When conditions allow, the Employer may grant more than two (2) employees off at a time.

By December 15th of each year, the Employer will, at the employee's option 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). All time worked over eleven (11) hours (for employees on a 5/8 schedule) or twelve (12) hours (for employees on a 4/10 schedule) in any workday shall be compensated at the rate of double-time (2X). All work performed on Saturday or Sunday shall be compensated at time and one-half (1-1/2) unless on a schedule where Saturday or Sunday is a normal day of work. 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.

6.06 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.

6.07 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.

6.08 Exception: Section 6.01 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 Employees who desire relief from involuntary overtime shall submit a letter to the Employer stating this request. Once submitted in writing, the Employer will apply this Section until the employee submits a letter rescinding the request.

A.) Whenever an employee on a 5/8 schedule has thirty-five (35) or more hours of involuntary overtime for one month (excluding safety and other required Company training), or an employee on a 4/10 schedule has twenty-eight (28) or more hours of involuntary overtime for one month (excluding safety and other required Company training), an automatic route check will be initiated immediately.

B.) As a result of this route check, the Employer will take action to honor the request in order to reduce the level of involuntary overtime. The Employer will have ten (10) business days to complete its route check and implement changes required under this Section.

C.) In the event the Employer fails to address the request in the ten (10) day period following written notification the employee may decline involuntary overtime beyond five (5) hours in a workweek.

D.) If the Employer attempts to address the request during the ten (10) day period following written notification, the Employer will have a thirty (30) day timeframe to determine if the implemented changes corrects the request. If such attempt does not remedy the request the employee may decline involuntary overtime beyond five (5) hours in a workweek.

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

6.13 Employees will not be involuntarily required to work more than ten (10) 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.

6.14 Employees working the night shift (any shift starting after 4 p.m. up through 2 a.m.) will receive fifty cents (\$0.50) per hour shift premium for all hours worked on that shift. Once a night shift is bid and established, the Employer must offer and fill any known vacancy from the floater pool by seniority order. Floaters not normally assigned to the night shift shall receive an additional one (\$1.00) dollar per hour.

ARTICLE 7. VACATIONS

7.01 Non-probationary employees shall receive paid and unpaid 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 October 1 each year, and allowing ten percent (10%) of the employees in each line of business to take vacation. For Roll-off and Commercial lines of business, there shall be a minimum of two (2) vacation slots available each week.

Vacations bids shall commence on the first scheduled workday following October 1 of each year and shall be completed by December 31 each year for the following calendar year. Earned vacations must be taken except as otherwise provided in Section 7.08. Vacations shall be taken according to seniority and seniority list shall be posted.

SELECTION PROCEDURE: For choice of vacation, once a vacation list is posted, the first full week is allowed for the top 25% to select in seniority order; the second week, the second 25%; the third week, the third 25% and continuing until complete. Those employees not signing up in their scheduled week shall lose their choice of vacation during that scheduled week, but may choose any vacant week in subsequent bid weeks.

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. Once all employees have had an opportunity to bid on the first round, there will be a second round of selection where the remaining full vacation weeks left may then be picked by an employee in order of seniority. At the end of the second round any employee with vacation week(s) available and employees with Floating Holidays shall be allowed to select single day vacations and Floating Holidays which shall take preference to all other requested days off. For purposes of vacation selection, Floater employees will be included in either the Residential, the Roll-off or the Commercial line of business, wherever they work the majority of their time.

7.03 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.

7.04 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.

7.05 The Employer may prorate vacations for employees with less than one thousand seven hundred and fifty (1,750) worked hours during a calendar year. Formula shall be: All employees with one thousand seven hundred and fifty (1,750) or more worked hours during a calendar 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.

7.06 An employee shall accrue a year of service under this Article only for those years in which he or she works more than one thousand five hundred (1,500) hours. However, if employees who are designated as “displaced” workers under the terms of an RFP come to work under the terms of this Agreement, they shall be given credit for the same years of service in the industry for vacation accrual purposes that they had with their former employer.

7.07 Vacation for the purpose of transitioning employees to calendar year:

Commencing on January 1, 2020 the calendar year accrual shall begin. Employees shall be entitled to schedule and take vacation in accordance with their years of service and pursuant to the schedule under this Article.

In order to ensure an equitable transition to a calendar year vacation system, the Employer has agreed to pro rate each employees vacation as of their anniversary date occurring during 2019 and after the ratification of this agreement. Thus, any employee whose anniversary date occurs during 2019 and after the ratification of the contract shall receive pro-rated vacation based on years of service from their anniversary date through December 31.

Pro-rated vacation awarded under this Section may be used prior to December 31, 2019 pursuant to the terms of the CBA, so long as approved by management. If by December 31, 2019 an employee still has any unused pro-rated vacation awarded under this Section, the remaining vacation shall be cashed out by the Company. If by December 31, 2019, any employee whose anniversary date occurred prior to ratification still has any unused vacation awarded under the CBA, the unused vacation also shall be cashed-out by the Company through December 31, 2019.

Effective January 1, 2020 all employees shall have their vacation reset and shall be entitled to schedule vacation for 2020 based on the amount of vacation normally accrued under this Article. For example, if an employee is entitled to three (3) weeks of vacation he/she shall be entitled to three (3) weeks of vacation for 2020. The scheduling process shall begin on the first scheduled workday following October 1, 2019 for calendar year 2020.

Any disputes regarding this Article shall be handled pursuant to Article 23.

7.08 The Employer will cash out any unused vacation by December 15th.

7.09 Employees eligible for statutory leave (i.e. FMLA, Washington Family Leave Laws) shall use all accrued paid leave available concurrent with any claimed statutory leave, except workers compensation. At the employees' option, he/she shall retain up to eighty (80) hours of accrued leave.

ARTICLE 8. REPORT TIME

8.01 Any employee reporting for duty, as scheduled or pursuant to instructions, and put to work shall be guaranteed eight (8) or ten (10) hours pay according to their scheduled shift except as provided in Article 12.04 for Cover employees. Any employee reporting for duty, as scheduled or pursuant to instructions, and not put to work shall be guaranteed four (4) hours pay. Any employee contacted prior to reporting and told not to report due to weather emergencies or other factors beyond the control of the Employer shall not be entitled to compensation under this Section. 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

The Employer agrees to provide and pay for required personal protective equipment and tools (flashlights, batteries). Employees, who handle hospital or medical waste or routes where there is a realistic potential for needles or hazardous objects to pose a risk, shall be provided with one (1) pair of HexArmor SuperFabric Needle Stick Protection or equivalent. Additional gloves will be provided to replace those damaged or worn through use provided the old gloves are presented for replacement. The Company will replace one (1) pair per year at no cost to the employee for those lost or misplaced. Employees shall be dressed in uniforms before clocking in. All employees are required to wear Employer supplied uniforms and such shall be paid for and maintained by the Employer. When specific safety footwear is required, the Employer shall reimburse up to three hundred dollars (\$300) 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

	Current	4/1/19	4/1/20	4/1/21	10/1/21	4/1/22	4/1/23
MINIMUM GWI		\$1.25	\$1.00	\$.50	\$.50	\$1.00	\$1.25
Solid Waste Driver	\$32.09	\$33.34	\$34.34	\$34.84	\$35.34	\$36.34	\$37.59
Container Delivery	\$26.10	\$27.54	\$28.54	\$29.04	\$29.54	\$30.54	\$31.79
Autoclave I	\$28.10	\$30.50	\$31.50	\$32.00	\$32.50	\$33.50	\$34.75
Medical HealthCare Solutions Driver	\$26.60	\$29.00	\$30.00	\$30.50	\$31.00	\$32.00	\$33.25
Medical & Foreign Waste Helper	\$17.07	\$18.32	\$19.32	\$19.82	\$20.32	\$21.32	\$22.57
Dispatcher	\$18.00	\$19.25	\$20.25	\$20.75	\$21.25	\$22.25	\$23.50
Data Entry	\$18.00	\$19.25	\$20.25	\$20.75	\$21.25	\$22.25	\$23.50
RST Tri-Star YW/Comm	\$32.06	\$33.34	\$34.34	\$34.84	\$35.34	\$36.34	\$37.59
RST Tri-Star Curbside	\$30.19	\$32.44	\$34.34	\$34.84	\$35.34	\$36.34	\$37.59
RNW Transfer Driver	\$25.50	\$29.00	\$30.00	\$30.50	\$31.00	\$32.00	\$33.25
RNW Operator	\$22.50	\$26.75	\$27.75	\$28.25	\$28.75	\$29.75	\$31.00
Eastmont Transfer Drivers	\$26.35	\$29.00	\$30.00	\$30.50	\$31.00	\$32.00	\$33.25
Eastmont Operator	\$24.05	\$26.75	\$27.75	\$28.25	\$28.75	\$29.75	\$31.00
Woodinville Transfer Driver	\$25.50	\$29.00	\$30.00	\$30.50	\$31.00	\$32.00	\$33.25
Woodinville Equipment Operator	\$25.50	\$26.75	\$27.75	\$28.25	\$28.75	\$29.75	\$31.00
Mechanics Sr. Tech,	\$32.65	\$33.90	\$34.90	\$35.40	\$35.90	\$36.90	\$38.15
Mechanics Tech	\$29.96	\$31.21	\$32.21	\$32.71	\$33.21	\$34.21	\$35.46
Mechanics Asst. Tech	\$25.96	\$27.21	\$28.21	\$28.71	\$29.21	\$30.21	\$31.46
Mechanics Welder A	\$29.96	\$31.21	\$32.21	\$32.71	\$33.21	\$34.21	\$35.46
Mechanics Welder B	\$25.96	\$27.21	\$28.21	\$28.71	\$29.21	\$30.21	\$31.46
Mechanics Utility	\$21.17	\$22.42	\$23.42	\$23.92	\$24.42	\$25.42	\$26.67

	Current	4/1/19	4/1/20	4/1/21	10/1/21	4/1/22	10/1/22	4/1/23
MINIMUM GWI		\$1.25	\$1.00	\$.75	\$.75	\$.75	\$.75	\$1.25
231 drivers / curbside	\$27.03	\$28.28	\$29.28	\$30.03	\$30.78	\$31.53	\$32.28	\$33.53
231 CD	\$16.55	\$17.80	\$18.80	\$19.55	\$20.30	\$21.05	\$21.80	\$23.05
231 Mechanic	\$28.75	\$30.00	\$31.00	\$31.75	\$32.50	\$33.25	\$34.00	\$35.25

B.) No employee will suffer a reduction in pay as a result or consequence of this New Common Clauses Agreement.

C.) Employees who are receiving over the Scale listed in Section A above shall, in addition, receive the Minimum General Wage Increases also listed in Section A.

D.) Lead Pay: Leads are currently receiving one dollar and fifty cents (\$1.50) per hour, except Seattle where the Lead Pay is two dollars and twenty-five cents (\$2.25).

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

12.03 The Employer will provide at least twenty-four (24) hours' notice of potential mandatory Saturday work. Notice posted at the facility no later than 5:00 p.m. Thursday shall satisfy this notice requirement unless the employee is not on the premises. Employees will be required to confirm that Saturday work will be required via the weather line before reporting to work.

12.04 Cover Employees. Cover employees are defined as employees in this bargaining unit who substitute for regular employees and have no regular assignment or workweek guarantee except as provided below. Cover employees will be eligible for pension contributions, health and welfare contributions, vacations, sick leave, and holiday pay under the terms of this Agreement.

Cover employees shall receive the higher of ninety percent (90%) of driver scale for ninety (90) days at which time they will move to full scale of a Solid Waste Driver.

On those days when a Cover employee is solely assigned to a regular route, the daily hours guarantee for that route will apply. On all other days when a Cover employee is sent out to work, the employee shall be guaranteed eight (8) hours pay and can be utilized in any capacity to perform any work assigned.

12.05 Cover Employee Work Assignments. Cover employees will be assigned work based upon their time as an employee in this bargaining unit. Cover employees will be assigned to perform Residential work, and when insufficient Floaters are available, Commercial and Roll-off routes. When performing work on Commercial and Roll-off routes, Cover employees shall receive the five percent (5%) Floater Premium. Cover employees shall not be assigned to perform work in the recycling bargaining unit unless there was no bargaining unit work available and would have otherwise been sent home.

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 their normal wage rate and the benefit provisions of this Agreement shall apply.

12.07 Floater. The Employer will create Floater positions. Floaters shall not be assigned a permanent route but will be used to fill in as necessary. 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 five percent (5%) per hour at all times. An employee bidding into the Floater position may not voluntarily leave the Floater position for at least one (1) year except when bidding on a line of business different from their former position. Floaters are excluded from the provisions of Article 2.14 and 6.09.

12.08 Cover and Floater Review Process and Utilization. Upon request, twice each year, the Employer and Union will meet to discuss the use of Cover and Floater positions, to ensure such usage has been consistent with the terms of this Agreement. In situations where there is an insufficient number of bargaining unit employees (including Cover and Floaters) caused by absences (e.g. illness, vacation etc.) to perform the work, the Employer may use employees from the recycle bargaining units. 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.

12.09 Solid Waste Driver employees work in one of three lines of business, either roll-off, commercial, or residential in Seattle, North Sound, South Sound, Marysville and Skagit.

12.09.1 Recycle Drivers are employees who work in one of three lines of business, either yard waste, commercial or residential.

12.09.2 Cover Employees are unassigned employees and can work in any line of business or may perform other duties as assigned. Cover Employees are employees who enjoy all rights and benefits as all other Solid Waste Driver employees with the exception of a weekly guarantee.

12.10 Container Delivery employees are defined as those employees who deliver, remove and assist in the repair and maintenance of containers / Toters / carts and other related duties and work in Seattle, North Sound, South Sound, Marysville and Skagit.

12.11 Dispatcher / Data Entry employees are defined as employees who process employee time cards, input customer data information and other computer input duties as assigned and work in Seattle.

12.12 Autoclave employees are defined as employees who cook foreign and domestic hazardous and medical waste and work in Seattle.

12.13 Medical & Foreign Waste helper employees are defined as employees who assist the Autoclave employee in loading and unloading into and out of containers, trucks or semi-trailers and sterilize the work area and work in Seattle.

12.14 Operator employees are defined as employees who operate heavy equipment to load material into semi-trailers and transport between locations and work in Woodinville, Eastmont and Recycle Northwest.

12.15 Mechanic employees are employees who maintain equipment of the Employer which are spelled out in the Mechanic Addendum and work in North Sound, Marysville, South Sound and Skagit.

12.16 Welder employees are employees who maintain equipment of the Employer which are spelled out in the Mechanic Addendum and work in North Sound, South Sound and Skagit.

12.17 Utility Worker employees are employees who assist Mechanics and Welders which are spelled out in the Mechanic Addendum and work in North Sound, Marysville, South Sound and Skagit.

12.18 Class "A" transfer driver employees are defined as employees who haul waste and recyclable material between locations and to the railyard and work in Woodinville, Eastmont and Recycle Northwest.

12.19 Medical Healthcare Solutions Driver employees are defined as employees who collect and transport Medical Waste, Pharmaceutical Waste, and Foreign/USDA APHIS Waste. Drivers also assist with loading and unloading their trucks.

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 if required by the job being performed. 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 (3) months. In the event of a medical reason the leave may extend to nine (9) months, and eighteen (18) 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.

13.10 No employee shall be allowed to work on the tipping floor or in the mechanic or weld shop without another Waste Management employee present.

13.11 No employee shall be required to move any compactor physically without the assistance of another bargaining unit employee.

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, 2019, the Employer agrees to pay one thousand six hundred twelve dollars and sixty cents (\$1,612.60) per month for the below listed plans:

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

NOTE: Skagit moves to WaTWT Plan "B" Medical with all Plan "A" ancillaries and Plan "E" Time Loss effective January 1, 2020 based on December 2019 hours. Effective January 1, 2023, based on December 2022 hours, Skagit moves to WaTWT Plan "A" Medical with all Plan "A" ancillaries and Plan "E" Time Loss.

NOTE: Effective January 1, 2020 based on December 2019 hours, Eastmont (Drivers and Equipment Operators), South Sound Mechanics, RST Tri/Star (All Lines of business), RNW (Drivers and Equipment Operators) and Woodinville (Drivers and Equipment Operators) move to WaTWT Plan "A" Medical with all Plan "A" ancillaries and Plan "E" Time Loss.

14.01.02 The Employer will pay any increases required by the Trust to fully maintain the benefits under the Plans identified in Section 14.01.01 and 14.01.04 for the life of this Agreement.

14.01.03 Effective January 1, 2019, employees will pay \$50.00 per month in a lump sum pretax payroll deduction for this Health and Welfare package.

14.01.04 RETIREE'S HEALTH AND WELFARE. Effective January 1, 2019, the Employer agrees to pay ninety-four dollars and eighty-five cents (\$94.85) per employee per month to the Teamsters RWT Plus Plan who are compensated eighty (80) hours in the previous month, with the continued exception of South Sound Mechanics and Skagit Drivers and Mechanics until January 1, 2020. The parties agree that the 520 hour waiting period specified in Section 14.01 shall not apply to Retiree contributions as specified herein.

14.01.05 Effective January 1, 2020 the Employer agrees to move all employees covered by this Agreement to the RWT Plus “XL” Plan and pay into the WaTWT the sum of one hundred seventy-five dollars and no cents (\$175.00) per employee per month who are compensated eighty (80) hours in the previous month. In addition, the Employer will pay any increase up to eight percent (8%) each January 1, for the life of this Agreement if required by the Trust to maintain benefits. The parties agree that the 520 hour waiting period specified in Section 14.01 shall not apply to Retiree contributions as specified herein.

Any increase over the amounts described above shall be paid through employee contributions. Employee contributions to the RWT Plus “XL” 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 Article shall be posted. The Employer will pay the full amount of the contributions as required by Sections 14.01.01, 14.01.04 and 14.01.05 directly to the Funds.

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 the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in NORTH SOUND, MARYSVILLE, SEATTLE, SOUTH SOUND, RST / TRI STAR in the Solid Waste Commercial / Roll-Off / Residential / Yard Waste, Container Delivery Driver, Autoclave I, Medical HealthCare Solutions Driver and Medical & Foreign Waste Helper classifications the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 80 Plan described in 15.02 and 15.02.1 below.

15.02 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 below, and it is understood that the PEER rate must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time for those employees in the North Sound, Marysville, Seattle, South Sound and RST / Tri Star Solid Waste Commercial / Roll-Off / Residential / Yard Waste, Container Delivery Driver, Autoclave I, Medical HealthCare Driver and Medical & Foreign Waste Helper classifications. The pension contribution, which includes PEER/80, shall increase as follows:

Effective	Base Rate	PEER 80	Total
Current	\$7.26	\$1.20	\$8.46
October 1, 2019	\$7.78	\$1.28	\$9.06
October 1, 2020	\$8.21	\$1.35	\$9.56
October 1, 2021	\$8.42	\$1.39	\$9.81
October 1, 2022	\$8.64	\$1.42	\$10.06
October 1, 2023	\$9.07	\$1.49	\$10.56

15.02.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

15.03 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in NORTH SOUND, MARYSVILLE, in the Solid Waste Commercial / Roll-Off / Residential / Container Delivery Driver classifications the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 15.04 and 15.04.01 below.

15.04 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 below, 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 for those employees in the North Sound and Marysville Solid Waste Commercial / Roll-Off / Residential / Container Delivery Driver classifications consistent with Section 15.04.1. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
Current	\$7.94	\$.52	\$8.46
October 1, 2019	\$8.51	\$.55	\$9.06
October 1, 2020	\$8.98	\$.58	\$9.56
October 1, 2021	\$9.21	\$.60	\$9.81
October 1, 2022	\$9.45	\$.61	\$10.06
October 1, 2023	\$9.92	\$.64	\$10.56

15.04.01 In February of 2012, the parties entered into a Letter of Understanding due to the merger and relocation of Waste Management facilities which had been covered by separate collective-bargaining agreements, one containing PEER 80 and one containing PEER 84.

The parties agreed to allow affected employees to maintain their participation in PEER 84/80 as designated in their applicable contract.

Pursuant to that letter of understanding, the following employees shall continue to be and at all times shall be covered by PEER 84 at the amounts set forth in this Section of the 2019 – 2024 Common Clauses Sanitation Agreement:

The following employees shall at all time be covered under PEER/84:

AARON GREENE	JEFF BENSON	PAUL BARTHOLOMEW
ADAM CAVENESS	JEFF WAXHAM	PAUL SCHOENBACHLER
ADAM PETEREIT	JEFF BRODERSON	RANDY BEAMER
ADOLFO TEJEDA III	JEREMY HETTINGA	RANDY YOUNGREN
ANDREW ARMES	JESSE CORAGIULO	RAYMOND KREMZAR
ARNULFO GARCIA	JESSE EASTMOND	RESSE PENHOLLOW
CHARLES CORAGIULO	JOHN O'MEARA	RICHARD BARTNIKOWSKI
COLLIN BRATRUD	JUAN ANGUIANO	ROBERTO GUAJARDO
COLLIN MOULAISON	KYLE PETTERSON	RYAN DEWEY
DANIEL BERENS	LANNY ROTT	SHANE SNYDER
DANIEL PALMER	MATTHEW BEACH	SHAWN BURKE
DONALD NANCE	MICHAEL ERICKSON	SONNY KINGKEO
EUGENE HETTEL	MICHAEL MARTIN	THOMAS WRIGHT
GRAHAM HERRING	MICHAEL OLIPHANT	TODD STEWART
GREG DENTON	MICHAEL POLLARDO	TODD WILLIAMS
GREGORIO PRECIADO	MIKE HAUGEN	TROY BURGESS
GREGORY LAGERSTROM	MIKE WHITE	TROY FORSELL
JASON GRIFFIN	NIC HENDERSON	WILLIAM WYATT

15.04.2 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

15.05 In addition, 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 elected 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.

15.06 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.

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

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. When traveling two hundred (200) miles or greater (each way) an additional day to and from the services shall be provided for a total not to exceed five (5) days off with pay for lost work days. The Employer may require proof by death certificate. Where 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, aunt, uncle, current brother-in-law or sister-in-law, 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 Employees shall receive a frontloaded sick leave bank of fifty-five (55) hours on January 1 each year (seventy-two (72) hours for Seattle and Eastmont). Employees hired after January 1 shall receive five (5) hours per month (six (6) hours for Seattle and Eastmont) for each month remaining in the year at the time of hire. Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day. Sick leave is not to be paid for holidays.

18.01.1 Employees shall earn one (1) hour of sick leave for every forty (40) hours worked (one (1) hour for every thirty (30) hours worked in Seattle and Eastmont) during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.

18.01.2 Effective at the end of business December 31st of each calendar year employees may roll over up to forty (40) hours (seventy-two (72) hours for Seattle & Eastmont) of safe and sick leave into their safe and sick leave bank. Additional hours in excess of forty (40) shall be rolled into the employees' unprotected bank and shall be available for future use. Employees that use safe and sick leave for legitimate reasons may not receive an occurrence for the time that is designated as safe and sick time.

18.01.3 An employee that uses sick leave under the Safe and Sick leave act must notify their manager of their intent. If the employee does not have a full day's worth of time the employee will be expected to use the remainder of the time from their overall unprotected sick leave bank.

18.02 Unused sick leave shall accumulate in an unprotected bank. The bank shall be available for future use. Sick leave shall be deducted from the bank in increments consistent with the Employer's payroll system and practices. Benefits for days off 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 either the protected or unprotected bank(s), at the employee's option, the hours required to make up the difference, if any, 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 after more than three (3) consecutive days of absence.

18.05 Sick leave accumulations for each employee shall be furnished upon request. Upon retirement, an employee shall be paid one hundred percent (100%) of his/her sick leave accumulation remaining in their bank(s) as of the date of their retirement.

18.06 Light Duty. 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 (7) 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 (8th) 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 Employer and employee 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. The committee will be comprised of a mutually agreed to number of employee representatives and up to an equal number of management representatives. Employee elected representatives who seek to serve on the Safety Committee will be elected by their coworkers to do so, with approval of the Local Union.

There shall be Union and Employer co-chairs of the committee, selected by the respective members of each side of the committee. The term shall be for one (1) year. In the event of a vacancy during the year, there shall be an election and the vacancy will be filled prior to the next meeting.

The committee shall meet at least once each month at a mutually agreeable time and place. Meetings will be of a duration sufficient to address all safety concerns raised by the committee and/or employees in the workplace.

The Employer shall provide committee members with adequate time to perform committee functions, as described below. Each committee shall perform functions including, but not limited to:

- A.) Review safety and health inspection reports to help correct safety hazards.
- B.) Evaluate the accident investigations conducted since the last meeting to determine if cause(s) of unsafe situations was identified and corrected.
- C.) Evaluate the workplace accident and illness prevention program and discuss recommendations for improvements, if needed.
- D.) Document attendance.
- E.) Write down subjects discussed and post accurate minutes of the meetings.

19.02 Equipment. The Employer reaffirms its commitment to operating safe and operationally repaired vehicles. Specifically, the Employer shall make every reasonable attempt to repair or replace defective equipment effecting the safe operation of the vehicle including but not limited to FMCSA operational requirements as well as air conditioning and heater units, etc. 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 known 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 where the employee knew or should reasonably have known that he/she was involved in an 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 known work-related injury or illness should report same as soon as reasonably possible after they become aware of the injury or illness. If the employee becomes aware of a work related injury or illness during their shift the employee should report it as soon as reasonably possible but no later than by the end of their shift. Failure to do so may 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 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 one hundred dollars (\$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 twenty-five dollars (\$25.00) along with the reimbursement. In the event the Employer does not make every reasonable effort to correct the error and pay the total owed to the employee including the penalty as outlined above, and the correction happens on or after the next regular pay period, the Employer shall pay an additional amount of seventy-five (\$75.00) plus the shortage. 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., twenty-six percent (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 Article 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 Article 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 (5) 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; modifying or disabling equipment safety devices; 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.

22.06.1 SAFETY SENSITIVE RULES. Any violation of the Safety Sensitive Rules listed in this Section 22.06.1 and 22.06.2 shall be handled in accordance with 22.06.3 below.

— 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. Always comply with tipping floor workface rules.
9. Always apply parking brakes when exiting a vehicle.

26.06.2 TRANSFER STATION DRIVERS AND OPERATORS

1. Always – comply with the seatbelt rules.
2. Never – scavenge for any reason at any location.
3. Always – safely secure mobile equipment and release or lock out stored energy before conducting inspections and/or cleaning.
4. Always – maintain a safe distance from and between people, vehicles and other heavy equipment.
5. Never – enter any confined space, trench or excavation unless you are trained and authorized and are following the Site Specific Permit Required Confined space Entry Procedures if applicable.
6. Always – follow the Tipping Floor/Active Work Zone Policy. If unsafe conditions or actions occur, shut down the tipping floor/area and correct the unsafe conditions or actions.
7. Never – operate equipment at speeds that will endanger yourself or other vehicle/equipment. Adjust for changing conditions.

22.06.3 Discipline shall be administered on a rolling nine (9) month period as follows:

- First Violation – Verbal Warning (Memo to File)
- Second Violation – Written Warning
- Third Violation – One (1) Day Suspension
- Fourth Violation – Termination

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 parties agree and understand that current and future technology (including video and telematics data collection devices) may be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Company may, after advanced written notice to the Union and good faith bargaining, install in its vehicles, any technological system that it deems appropriate in furtherance of its business. However, the Company may not use any data collected through the use of technology or equipment installed pursuant to this Section for any purpose related to driver monitoring or discipline, unless such action was verified by direct observation, or such action resulted in recklessness; negligence in handling or driving Employer vehicles which results in significant property damage or bodily injury; preventable accidents or operations liabilities; use of cell phones; or carrying unauthorized passengers while operating Employer's vehicles. In addition, the use of audio is prohibited in discipline unless the use is for the above stated exceptions. Any other violation shall require progressive discipline.

Violations of this Section shall be as follows:

Cell Phones / GPS – Verbal, Written, Termination (Effective July 1, 2019)

Operations Liabilities – Non-Vehicular accidents or damage to mailboxes, gates/enclosures, bollards, landscaping, tree limbs etc. – Verbal, Written, 2nd Written, Termination

Accidents – All other vehicular accidents – Verbal, Written, Termination

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 Article for determination or alteration, except as otherwise provided in Section 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 Article.

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 Article 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 There shall be separate seniority lists by location and or job classification consistent with current practice. When an employee moves from one (1) seniority list to another separate seniority list, then the seniority date for layoff, rehire, and bidding, if appropriately on the list to which they transferred, shall be the date that they transferred to the new list. All other benefits to apply as per Company seniority. Seniority prevails after working ninety (90) calendar days. After completion of the ninety (90) day probationary period, seniority reverts back to the beginning of the ninety-(90) 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

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, unless a longer period is required by law or extended by mutual agreement.

26.03 Once the bidding process outlined in Article 2 has been exhausted, any openings for regular employment in the Local 174 Residential line of business shall be filled in the following manner:

- 1) By the bidder with the most Waste Management bargaining unit seniority at any site covered by this "Common Clause" Agreement who expresses interest;
- 2) Outside Applicants.

26.04 TIE BREAKER. Effective April 1, 2019, the following Seniority Tie Breaker list will be used to resolve seniority issues:

1. Date of Hire into Bargaining Unit
2. Company Hire Date
3. Drawing of Lots

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

26.06 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. This process will continue for a total of four (4) moves, which includes the original move. The remaining employee shall be permitted to displace (bump) the least senior employee with less overall bargaining unit time worked for the Employer or fill any open positions within the bargaining unit.

27.02 Recall from 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. ninety (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 Cover 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 staffing needs of the Employer. It is agreed that the forty (40) hour guarantee is waived unless the employment is full-time. For the purposes of this Section Cover employees and Residential employees are considered the same Line of Business.

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 Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

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 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 The Employer recognizes the employee's right to be given requested representation by a Steward at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by another Steward at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the steward is present.

If an employee does not wish to have a Union Steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon its request.

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

28.10 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. D.R.I.V.E.

D.R.I.V.E. Program. The Company shall deduct and transmit to D.R.I.V.E., IBT 25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Company's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Company.

The Company shall remit to D.R.I.V.E at the address above one (1) check covering all deductions made in the prior month no later than the fourteenth (14th) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied.

An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E and the Company's payroll department. Such notices received by the Company's payroll department by the tenth (10th) day of the month shall become effective on the first (1st) day of the following month.

IBT shall indemnify and hold harmless the Company from any claims which may be made by employees arising out of or related to the application of this Section.

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 (1) 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>
First	Verbal Warning (memo to file)
Second	Verbal Warning (memo to file)
Third	Verbal Warning (memo to file)
Fourth	Written Warning
Fifth	Written Warning
Sixth	Final Written Warning
Seventh	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 (1/2) 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 unless the absence is considered protected leave.

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 unless the absence is considered protected leave.

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 protected leave, 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.

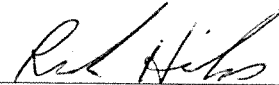
32.14 One (1) full occurrence will be issued for employees who are up to five (5) minutes late three (3) times in a rolling six (6) month period. In this situation, the third tardiness will result in a full occurrence.

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: 
Jason Rose, Area Vice President

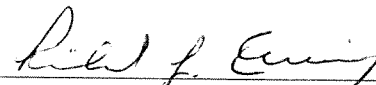
Dated: 4/22/19

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

By: 
Rick Hicks, Secretary-Treasurer

Dated: 4/15/19

**GENERAL TEAMSTERS LOCAL
UNION NO. 231
Affiliated with the International
Brotherhood of Teamsters**

By: 
Rich Ewing, Secretary Treasurer

Dated: 4-16-19

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 / 231 (“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

**NORTH SOUND / MARYSVILLE / SOUTH SOUND / SKAGIT
(Mechanics / Welders / Service Technicians / Utility Workers)**

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174 AND 231

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – PENSION

1.01 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in NORTH SOUND, MARYSVILLE and SOUTH SOUND Mechanics, Service Technicians and Welder classifications, the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 1.02 and 1.02.1 below.

1.02 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 below, 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 for those employees in North Sound, Marysville and South Sound Mechanics, Service Technicians and Welders classifications. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
Current	\$6.34	\$.41	\$6.75
October 1, 2019	\$7.04	\$.46	\$7.50
October 1, 2020	\$7.75	\$.50	\$8.25
October 1, 2021	\$8.45	\$.55	\$9.00
October 1, 2022	\$9.16	\$.59	\$9.75
October 1, 2023	\$9.86	\$.64	\$10.50

1.02.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.03 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in NORTH SOUND, MARYSVILLE and SOUTH SOUND Utility Worker Classification, the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 1.04 and 1.04.1 below.

1.04 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 below, 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 for those employees in North Sound, Marysville and South Sound Utility Worker Classification. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
Current	\$4.93	\$.32	\$5.25
October 1, 2019	\$5.49	\$.36	\$5.85
October 1, 2020	\$5.96	\$.39	\$6.35
October 1, 2021	\$6.20	\$.40	\$6.60
October 1, 2022	\$6.43	\$.42	\$6.85
October 1, 2023	\$6.90	\$.45	\$7.35

1.04.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.05 SKAGIT MECHANICS

	Effective	Base Rate	PEER 84	Total
MECHANIC	1/1/18	\$5.16	\$0.34	\$5.50
	10/1/19	\$6.11	\$.40	\$6.51
	10/1/20	\$6.58	\$.43	\$7.01
	10/1/21	\$6.82	\$.44	\$7.26
	10/1/22	\$7.05	\$.46	\$7.51
	10/1/23	\$7.52	\$.49	\$8.01

1.05.1 The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each Mechanic, as listed in Article 1.01 and 2.01.1 of this Addendum, for each hour for which compensation is paid, not to exceed 2080 hours per year, to employee the amounts outlined herein, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

1.05.2 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 contribution for the PEER must at all times be six point five (6.5%) percent of the basic contribution and cannot be decreased or discontinued at any time.

1.05.3 During the first ninety days of employment, all bargaining unit employees will have a contribution rate of ten (\$.10) cents, including one (\$.01) cent, per hour, for pension and PEER/84 during the probationary time, but in no case for a period longer than the first ninety (90) calendar days from initial date of hire. If and when this period is completed, the full rate shall apply, thereafter.

1.06 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.

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

ARTICLE II - MECHANICS

2.01 Lead workers, if designated by management, shall receive at least a \$1.50 premium over the senior technician scale.

2.02 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) per hour.

2.03 The start time for a regular scheduled Maintenance Monday workday may be established between the hours of 10:00 p.m. and Midnight on the preceding Sunday without payment of overtime pay.

2.04 Current employees that do not possess a CDL license at time of ratification shall not be required to possess a CDL license. All others must maintain their CDL license.

ARTICLE III - TOOL ALLOWANCE

3.01 Employees will be paid a tool allowance up to the following amounts for approved 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.

	2019	2020	2021	2022	2023
Technicians	\$1,000	\$1,000	\$1,100	\$1,100	\$1,100
Welders and Utility Workers	\$500	\$500	\$500	\$500	\$500

3.02 The Employer agrees to continue to cover claims for mechanics tools on premises. In the event of a loss, such claims may be filed with the Employer.

ARTICLE IV - WAGES

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

1st 90 calendar days – 90%
2nd 90 calendar days – 95%
Thereafter – 100%

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

4.03 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 (1) year before advancing. 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.

4.04 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 V – JOB DESCRIPTIONS

5.01 Current Job Descriptions Contained in the 2016 – 2019 CBA will be maintained and attached to this Agreement.

DISPATCHERS / DATA ENTRY

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – DISPATCHERS / DATA ENTRY

ARTICLE I- PENSION

1.01 Effective the following dates, the Employer shall pay the following amounts 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 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER/84 Plan described in 1.02 below.

1.02 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. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
Current	N/A	N/A	\$4.00
October 1, 2019	\$4.32	\$.28	\$4.60
October 1, 2020	\$4.79	\$.31	\$5.10
October 1, 2021	\$5.02	\$.33	\$5.35
October 1, 2022	\$5.26	\$.34	\$5.60
October 1, 2023	\$5.73	\$.37	\$6.10

1.03 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.04 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.

ARTICLE II – SENIORITY LIST

1. Jenney Wilford
2. Mariah Maurer

EASTMONT DRIVERS / OPERATORS

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – PENSION

1.01 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in the DRIVER CLASSIFICATION and work at the Eastmont Transfer Station, the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 1.02 and 1.02.1 below.

1.02 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 below, 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 for those employees who work in the Eastmont Transfer Station. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
Current	\$4.93	\$.32	\$5.44
October 1, 2019	\$5.63	\$.37	\$6.00
October 1, 2020	\$6.10	\$.40	\$6.50
October 1, 2021	\$6.34	\$.41	\$6.75
October 1, 2022	\$6.57	\$.43	\$7.00
October 1, 2023	\$7.04	\$.46	\$7.50

1.02.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.03 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in the OPERATOR CLASSIFICATION and work at the Eastmont Transfer Station the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 80 Plan described in 1.04 and 1.04.1 below.

1.04 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 below, and it is understood that the PEER rate must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time for those employees in the Operator Classification and work at the Eastmont Transfer Station. The pension contribution, which includes PEER/80, shall increase as follows:

Effective	Base Rate	PEER 80	Total
Current	\$3.39	\$.56	\$3.95
October 1, 2019	\$5.15	\$.85	\$6.00
October 1, 2020	\$5.58	\$.92	\$6.50
October 1, 2021	\$5.79	\$.96	\$6.75
October 1, 2022	\$6.01	\$.99	\$7.00
October 1, 2023	\$6.44	\$1.06	\$7.50

1.04.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.05 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.

RECYCLE NORTHWEST

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – PENSION

1.01 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in the TRANSFER DRIVER AND OPERATOR CLASSIFICATIONS and work in the Recycle Northwest Transfer Station the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 1.02 and 1.02.1 below.

1.02 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 below, 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 for those employees in Recycle Northwest Transfer Station and work in the Transfer Driver and Operator Classifications. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
January 1, 2019	\$3.90	\$.25	\$4.15
October 1, 2019	\$5.63	\$.37	\$6.00
October 1, 2020	\$6.10	\$.40	\$6.50
October 1, 2021	\$6.34	\$.41	\$6.75
October 1, 2022	\$6.57	\$.43	\$7.00
October 1, 2023	\$7.04	\$.46	\$7.50

1.02.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.03 The contributions shall be due and payable to the area administrative office no later than ten (10) days after the end of each month. In the event the Employer fails to make the monetary contributions in conformity with this 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.

WOODINVILLE EQUIPMENT OPERATOR / DRIVER

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – PENSION

1.01 Effective the following dates, the Employer shall pay on behalf of each bargaining unit employee covered in the EQUIPMENT OPERATOR AND DRIVER CLASSIFICATIONS in the Woodinville Transfer Station, the following amounts per hour into the Western Conference of Teamsters Pension Trust Fund for each hour for which compensation is paid, not to exceed 2080 hours per year, to be apportioned appropriately between the basic Plan and the PEER 84 Plan described in 1.02 and 1.02.1 below.

1.02 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 below, 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 for those employees who work in the Woodinville Transfer Station as Equipment Operators and Drivers. The pension contribution, which includes PEER/84, shall increase as follows:

Effective	Base Rate	PEER 84	Total
January 1, 2019	\$3.90	\$.25	\$4.15
October 1, 2019	\$5.63	\$.37	\$6.00
October 1, 2020	\$6.10	\$.40	\$6.50
October 1, 2021	\$6.34	\$.41	\$6.75
October 1, 2022	\$6.57	\$.43	\$7.00
October 1, 2023	\$7.04	\$.46	\$7.50

1.02.1 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.03 The contributions shall be due and payable to the area administrative office no later than ten (10) days after the end of each month. In the event the Employer fails to make the monetary contributions in conformity with this 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.

ARTICLE II – WAGES

2.01 Everyone who is a member of the bargaining unit at the time of contract ratification will be paid the Transfer Driver pay rate.

SKAGIT DRIVERS

ADDENDUM

TO THE

“COMMON CLAUSES” SANITATION AGREEMENT

BETWEEN

TEAMSTER LOCAL UNION NOS. 174 AND 231

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

For the Period:

APRIL 1, 2019 through MARCH 31, 2024

ARTICLE I – PENSION

1.01 DRIVERS / CURBSIDE / CONTAINER Effective on the dates defined below, the Employer's contribution rate, as defined below, shall be for each compensable hour, up to a maximum of two thousand eighty (2080) hours per year. During the term of this Agreement, the contribution rate per compensable hour (up to the maximums) shall increase as follows:

DRIVERS	1/1/18	10/1/19	10/1/20	10/1/21	10/1/22	10/1/23
Base Rate	\$5.17	\$6.11	\$6.58	\$6.82	\$7.05	\$7.52
Peer 84 Rate	\$0.34	\$0.40	\$0.43	\$0.44	\$0.46	\$0.49
Total Rate	\$5.51	\$6.51	\$7.01	\$7.26	\$7.51	\$8.01

CURBSIDE/ CONTAINER	1/1/18	10/1/19	10/1/20	10/1/21	10/1/22	10/1/23
Base Rate	\$4.45	\$6.11	\$6.58	\$6.82	\$7.05	\$7.52
Peer 84 Rate	\$0.29	\$0.40	\$0.43	\$0.44	\$0.46	\$0.49
Total Rate	\$4.74	\$6.51	\$7.01	\$7.26	\$7.51	\$8.01

1.02 For probationary employees hired on or after the ratification of this agreement, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) per hour (including one cent (\$0.01) for PEER 84) during the probationary period as defined in Article 26.01, but in no case for a period longer than the first ninety (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.

1.03 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 contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

1.04 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this agreement.