

# **A G R E E M E N T**

**By and Between**

## **RABANCO LTD. AND KENT-MERIDIAN DISPOSAL COMPANY d/b/a**

**Allied Waste Services of Bellevue/Republic Services of Bellevue**

**Allied Waste Services of Seattle/Republic Services of Seattle**

**Allied Waste Services of Kent/Republic Services of Kent**

**Kent Meridian Disposal**

**Allied Waste Services of Lynnwood/Republic Services of Lynnwood**

**And**

## **Teamsters Local Union No. 117**



**Affiliated With The  
International Brotherhood Of Teamsters**

**Term of Agreement  
June 1, 2012 - May 31, 2017**

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## **AGREEMENT**

This Agreement is made by and between Rabanco Ltd. and Kent-Meridian Disposal Company d/b/a Allied Waste Services of Bellevue/Republic Services of Bellevue, Allied Waste Services of Seattle/Republic Services of Seattle, Allied Waste Services of Kent/Republic Services of Kent and Kent Meridian Disposal Company d/b/a Kent Meridian Disposal, Allied Waste Services of Lynnwood/Republic Services of Lynnwood, hereinafter called the "Employer" and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

### **ARTICLE 1 – RECOGNITION AND BARGAINING UNIT**

The Employer recognizes the Union, as the sole and exclusive collective bargaining agency for all employees of the Employer who work in the classifications covered by this Agreement; however, it is understood and agreed that the represented employees at each Company comprise separate bargaining units.

### **ARTICLE 2 – UNION SECURITY**

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

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

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

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

2.05 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

### **ARTICLE 3 – DISCRIMINATION**

3.01 No regular employee shall be discharged or disciplined except for just cause.

3.02 Except as otherwise provided in this Agreement, no employee shall be discriminated against for upholding lawful Union principles and any employee who works under the lawful instructions of the Union or who serves on a committee shall not lose his/her job or be discriminated against for this reason.

3.03 It shall not be a violation of this Agreement or cause for discharge or discipline or permanent replacement for any employee to refuse to cross a lawful primary picket line established by a Teamster Local of Joint Council No. 28.

3.04 Neither the Employer, employees nor the Union shall in any manner whatsoever discriminate against any employee or applicant for employment in violation of local, state or federal employment laws and regulations.

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

### **ARTICLE 4 – EMPLOYMENT CLASSIFICATIONS**

4.01 Probationary Employee: A probationary employee is a new employee who has not completed the probation period as defined in Section 18.01. With the exception of pension contributions, probationary employees are not eligible for any employee benefits, including but not limited to Health and Welfare, Dental and Vision (except as specifically provided in Article 12), holidays, vacation, sick leave, jury duty, and funeral leave pay.

4.02 Regular Employee: A regular employee is an individual who has successfully completed the probationary period. Provided they meet all other necessary benefit eligibility requirements, regular full-time employees are eligible for the Employer's benefits.

## **ARTICLE 5 – HOLIDAYS**

5.01 The following days shall be considered holidays:

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

\*Regular employees shall be eligible for a floating holiday on a day mutually agreed upon by the Employer and the employee. The floating holiday must be utilized in each contract year or, if not used, will be paid out in the first pay period following expiration of the contract year.

5.02 All regular employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall; provided the employee qualifies in accordance with Section 5.04 below. Work performed on holidays shall be compensated at the straight-time rate, with the exception that all work on Thanksgiving Day, Christmas and New Year's Day and overtime on all other holidays shall be time and one-half (1½). All regular employees shall be guaranteed eight (8) or ten (10) hours of work or pay for holiday work. If a holiday occurs during an employee's vacation, he/she shall receive holiday pay in addition to his/her vacation pay. The Employer shall have the option of closing on Friday if a holiday falls on Saturday.

5.03 If Thanksgiving Day, Christmas Day, and New Year's Day fall on an employee's normal workday, the following Saturday (1<sup>st</sup> regular day off except Sunday for employees working four (4) ten (10) hour shifts) shall be a normal workday (guarantees apply) and be paid at the normal straight-time rate of pay.

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

## **ARTICLE 6 – HOURS AND OVERTIME**

6.01 All regular employees put to work shall be guaranteed eight (8) hours work or pay.

6.02 Five (5) consecutive days, Monday through Friday or Tuesday through Saturday, inclusive, shall constitute a week's work, with the exception that during the Thanksgiving, Christmas and New Year's week Saturday shall be included as part of the regular workweek. All hours worked in a workweek over forty (40) hours shall be paid at time and one-half (1½). Provided that an employee works all scheduled hours (except approved absences and the first call out in any rolling twelve (12) month period) and completes all assignments during the week, all hours worked in excess of eight (8) hours in an employee's work shift on a five (5) day workweek shall constitute overtime and be paid at the rate of time and one-half (1½) the employee's regular rate of pay. If called to work on Sunday, an employee shall receive time and one-half (1½) for a full day. If called to work on an unscheduled workday, employees are guaranteed four (4) hours of work or pay. In the event of an emergency, the Employer may call an employee on Sunday for two (2) hours or less and he/she shall receive four (4) hours pay at the scheduled overtime rate.

6.02.1 Notwithstanding Section 6.02, the Employer may establish a workweek that consists of ten (10) hours each day. Employees on such schedule shall receive three (3) consecutive days off or three (3) days off, two (2) of which must be consecutive days off with the understanding that a minimum of one (1) day of the three (3) days will be Sunday or Saturday. Any work performed before the regular starting times shall be compensated for at the rate of time and one-half (1½), and the employee shall, in addition thereto, be guaranteed ten (10) hours of work or pay, commencing with the regular starting time. Provided that an employee works all scheduled hours and completes all assignments during the week (excluding approved absence and the first call out in any rolling twelve (12) month period): (a) all hours worked in excess of ten (10) hours in an employee's work shift or in excess of forty (40) hours in a workweek shall constitute overtime and be paid at the rate of time and one-half (1½) the employee's regular rate of pay; and (b) any 4/10 employee reporting to work and not put to work will receive five (5) hours of pay. Payment for Holiday Pay (Article 5), Death in Immediate Family (Article 15) and Sick Leave (Article 17) shall be ten (10) hours per day for normal scheduled workdays. If the holiday falls on a day the employee is not normally scheduled there shall be eight (8) hours paid.

This workweek shall be offered by seniority provided the employee is qualified to perform the required work. If an insufficient number of qualified employees volunteer for this workweek, qualified employees shall be scheduled by inverse seniority.

6.03 The first shift starting times for Residential Drivers shall be established by the Employer between 4:00 a.m. and 9:00 a.m. Any work performed before 4:00 a.m. shall be paid at the rate of time and one-half (1½). The starting time for Commercial Drivers shall be

established by the Employer to meet customer needs and the overtime requirement of this Section shall not apply. If agreed to by the Employer and the employee in writing, Residential Drivers may start their shifts earlier than 4:00 a.m., in which case the overtime requirement of this Section shall not apply. Mixed use drivers having a route with both Residential and Commercial work will be treated as a Commercial Driver for the purposes of this Section.

6.04 No employee shall be required to work in excess of two (2) hours beyond his/her scheduled shift per day, except that the Employer's need for operational flexibility which may require working in excess of two (2) hours per day as described in Section 6.08 is understood and accepted or unless the Employer and the affected employees mutually agree in writing to work more than two (2) hours per day on a regular basis.

6.05 No Pyramiding: There shall be no duplication or pyramiding in computing overtime or premium pay and employees shall not receive overtime or premium pay under any more than one (1) provision for the same hours worked.

6.06 When the Employer does not operate because of weather emergencies and there is not work available for employees reporting to work as scheduled, employees shall be paid two (2) hours of pay at the straight time rate. It is the employee's responsibility to call the Employer immediately before leaving for work if conditions raise a reasonable doubt as to whether the work has been cancelled. The Employer shall make that information available on the message center at least two (2) hours before the shift starting time and when the Employer does so, the two (2) hour guarantee will not apply. Employees who miss work because of weather emergency may use accrued vacation, sick leave or floating holiday to make up those hours.

6.07 The work hour guarantees in Article 5 and Article 6 shall not apply in cases where there are factors beyond the Employer's control which disrupt work schedules (e.g., weather emergencies), change of disposal regulations, transfer or disposal site restrictions, discharge or suspension for just cause, voluntary quit, work stoppage, tardy, or where the employee leaves work of their own volition, in which case the employee will be paid for time worked.

6.08

- A. In an effort to reduce involuntary overtime, the expected average number of hours worked each week for residential shall be no more than forty-five (45) hours on residential routes, and no more than fifty (50) hours for commercial and roll-off work. An employee working a 4/10 schedule will have a forty-four (44) hour expectation for residential routes, and forty-eight (48) hours for commercial and roll-off routes. This determination shall be based upon an employee that is working with purpose. Additional hours caused by unusual weather, traffic spikes, dumpsite problems, equipment breakdowns, seasonal



yard waste (generally April – October) and seasonal roll-off work (generally June – October), extraordinary absenteeism or other factors beyond the Employer's control, such as acts of God, shall not be included in assessing the length of the standard route.

- B. In the event a route established by the Employer cannot be completed within the above expectation; and cannot reasonably be reduced for reasons such as geography (e.g. rural routes) and/or low density (e.g. Enumclaw), the Employer agrees to conduct a bid for the route. The most senior regular employee will be selected for the position. In the event no employees bid, the most junior regular employee in that line of business (residential, commercial, roll-off) will be assigned the route.

6.09 The Employer will provide at least five (5) working days' notice prior to any permanent change in starting times, shifts or workweeks.

## **ARTICLE 7 – ROUTES**

7.01 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, weekly route assignments are to be completed within forty (40) working hours. It is understood that due to vacations, holidays, seasonality and extreme weather conditions, the time required to complete a weekly route may significantly increase. Within ten (10) workdays 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 fifteen (15) working days of the request if it is reasonably believed that the route cannot be completed within the time allotted.

7.02 Trucks loaded on route shall be dumped by employees loading same, and same employees and same truck shall return to route for completion. Exception: equipment breakdown, disposal site limitations, governmental ordinances/regulations, newly designed equipment, or due to the operational needs of the Employer, which include the avoidance of overtime, shall be exceptions to this requirement. If this Exception results in a regular full-time position, the provisions of Section 7.06 shall apply.

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

7.04 Routes vacated due to promotions into the sanitation unit and permanent sanitation unit vacancies will be filled on a timely basis under all of the circumstances, but no later than forty five (45) calendar days after the bid is awarded. Bids shall be awarded within ten (10) working days after the vacancy occurs.

7.05 Employees who are promoted to a higher classification shall be subject to a sixty (60) day evaluation period. If not performing to the Employer's satisfaction, they may be reassigned within their original department. In such case, the open route will be filled at the Employer's discretion. Reassignment of a Bid Employee during the evaluation period is subject to challenge through the grievance/arbitration provisions of this Agreement.

7.06 Training opportunities on a commercial route or equipment will be made available by the Employer to interested regular employees on their own time unless the training takes place during the performance of a route assignment. If the employee in training is driving the route assignment alone, he/she will be paid his/her normal rate of pay. If the employee is assisting another driver for training purposes, the trainee will receive eighty percent (80%) of his/her normal rate for not more than ten (10) workdays.

7.07 When an employee is on leave for six (6) consecutive months due to an off-the-job illness or injury or twelve (12) consecutive months for an on-the-job illness or injury, the employee's assigned route may be put up for bid in accordance with this Article. Upon release to return to work outside the above timelines, the Employer shall return the employee to a position in his/her line of business provided the employee has retained seniority per Article 18.

7.08 The Employer and the Union agree to utilize a Floater Pool as follows:

- A. Definition: A Floater is a unit employee who is available for assignment to any route. Likewise, floaters should not be confused with an employee who is assigned to a route that does not operate daily. Floaters will be designated as such.
- B. Qualifications: A Floater must be capable of performing any route safely and efficiently. He/she must report for work on a consistent and timely basis. All aspects of the assignment must be completed in a timely and accurate manner, to include book work, truck preparation and all appropriate documentation, and no more than one (1) preventable accident in the previous twelve (12) months.
- C. Selection Procedures: When a regular Floater position becomes available, the Employer will post the position. The Employer shall make a selection from among those employees who apply based upon seniority, but only if, in the sole judgment of the Employer, the senior employee's qualifications are comparable to those of the other bidders. The Employer shall not exercise this discretion in an arbitrary or capricious manner.

- D. Absent unusual circumstances, the Employer shall use Teamsters Local Union No. 117 floaters to perform work under this Agreement before using Teamsters 174 floaters.
- E. Designated Floater Pool employees under this Agreement shall receive a premium of five percent (5%) above the Commercial Front Load Driver wage rate. Effective January 1, 2013, the Floater premium shall be increased to ten percent (10%) above the Commercial Front Load Driver wage rate. However, a Floater must meet the following two (2) criteria in order to be eligible for the Floater premium.
- a. Have no more than three (3) attendance occurrences in a rolling twelve (12) month period; and
  - b. Have no more than one (1) preventable accident within a rolling twelve (12) month period. A Floater who has a preventable accident in a rolling twelve (12) month period will have his/her Floater premium reduced to five percent (5%) above the Commercial Front Load Driver wage rate until the preventable accident drops from the rolling twelve (12) month period.
- A Floater who on or after January 1, 2013, does not meet the above criteria or who has a second preventable accident in a rolling twelve (12) month period shall have his or her Floater position put up for bid and will no longer receive the Floater premium. A Floater who on January 1, 2013, meets the above criteria shall remain in his/her Floater bid position and receive the increased premium.
- F. When Teamsters Local Union No. 117 Floaters are used to perform work covered by the Teamsters 174 Master Sanitation Agreement, their wages and benefits will be governed by the terms of this Agreement, with the exception of pension contributions which will be paid in accordance with the Teamsters 174 Agreement.
- G. The Employer has the right to determine the number of Floaters under this Agreement. The Employer agrees (provided both Residential Yard Waste and Commercial Front Load Drivers are utilized) to establish at least one (1) Floater position for each fifteen (15) unit employees (excluding Swampers and Container Delivery Drivers).

## **ARTICLE 8 – WAGES**

See attached Appendix "A" for wages.

## **ARTICLE 9 – VACATIONS**

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

One (1) Year of Employment - One (1) Week (40 hours) Vacation  
Two (2) Years of Employment - Two (2) Weeks (80 hours) Vacation  
Eight (8) Years of Employment - Three (3) Weeks (120 hours) Vacation  
Fifteen (15) Years of Employment – Four (4) Weeks (160 hours) Vacation  
Twenty (20) Years of Employment – Five (5) Weeks (200 hours) Vacation

9.02 The Employer shall make available the entire calendar year for vacation scheduling. Employees shall schedule vacations in accordance with seniority. Not more than one (1) Yard Waste Collection Driver may be on vacation at any time, unless expressly agreed to by the Employer. Vacation periods shall be established by the Employer within the following job groups and selected according to seniority: Commercial Front Load Driver, Recycle/Truck Driver and Container Delivery Driver. Earned vacations must be taken within twelve (12) months. The maximum number of employees that may be on vacation from each job group at any time shall be based on the following formula: 1-18 drivers=1; 19-30 drivers=2; 31-42 drivers=3; 43-54 drivers=4; 55-66 drivers=5, etc. Vacation selection times shall be in two steps with Step 1 starting November 1 and Step 2 being completed by December 31. Employees who miss their scheduled time to select vacation may not bump junior employees who have made their selection on a timely basis. Commencing January 1, employee requests for vacation are on a first come, first serve basis. During Step 1, employees with four (4) or more weeks of vacation may not select more than two (2) weeks until every employee has had an opportunity to make a selection.

9.03 A separate vacation list shall be posted for the bargaining unit and all employees shall take their earned vacation. It shall be a violation of this Agreement for any employee to work his/her vacation and receive pay for it.

9.04 Regular employees who work less than one thousand eight hundred (1800) hours during the year shall have their vacation benefit prorated on the basis that two thousand (2000) hours is a complete year of service.

9.05 Upon termination of employment, all regular employees who work less than one thousand eight hundred (1800) hours during the year shall have their vacation benefit prorated on the basis that two thousand (2000) hours is a complete year of service. However, employees who fail to give two (2) weeks' notice prior to voluntary resignation shall not be eligible for pro-rata vacation benefits under this Section.

9.06 Employees may be paid their vacation entitlement on their employment anniversary date, but not later than the next regular payday for the pay period in which the vacation days are taken. For pension contribution purposes, vacation hours shall be considered "compensatory" in the month when actually taken or paid out if employment is terminated.

## **ARTICLE 10 – SETTLEMENT OF DISPUTES**

10.01 Should any dispute or grievance arise between the Union and the Employer, such matter shall be submitted to the Union and the Employer within fourteen (14) calendar days of the event/knowledge of the event giving rise to the grievance. Should the Union and the Operations Manager or their designee fail to settle the matter within three (3) working days after the dispute or grievance has been submitted, the dispute or grievance shall be reduced to writing by the grieving party and a copy submitted to the other party to the dispute or grievance. Union grievances shall be submitted to the Operations Manager. The grievance letter shall either state the Section(s) of this Agreement allegedly violated, the relevant facts, and the remedy sought, or include such information on the Union's Grievance Form (which is presented to the Employer by the Union Steward). Any grievance not filed in writing within the time limits in this Section will be deemed waived and will not be subject to the grievance procedure.

10.02 If the Union and the Employer have failed to settle the matter within five (5) working days after the Operations Manager or his/her designee has failed to settle the dispute or grievance, it shall be referred to the Employer's General Manager, or his/her designee.

10.03 If the General Manager or his/her designee and the Union are unable to resolve the grievance, the dispute may be referred to arbitration pursuant to Section 10.04 of this Article.

10.04 Upon receipt by either the Union or Employer of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within fourteen (14) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of nine (9) qualified and approved arbitrators from Washington and Oregon. The arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. A coin toss shall determine which party strikes first.

The decision of the arbitrator shall be rendered in writing within thirty (30) working days after the close of the hearing and such decision shall be final and binding on all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or

subtract from any of the set terms of the Agreement, nor shall such decision create a basis for retroactive adjustments. The arbitrator's decision shall be consistent with federal and state employment laws and regulations, including the National Labor Relations Act.

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

10.05 If a matter is submitted to arbitration, the cost of the arbitrator shall be borne by the losing party. No Arbitrator shall have the power to negotiate new agreements or change the provisions of this Agreement. Each party shall be responsible for its attorney fees and costs, to include the expenses of any witnesses called to testify on its behalf.

10.06 The right to process and settle employees' grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article of this Agreement. The Union and the Employer agree to act promptly and fairly in all grievances. The arbitrator's authority is limited to matters of application and interpretation of this Agreement.

10.07 The Union shall not be required to process 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 Arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

10.08 If the arbitrator finds there was just cause for disciplinary action, the arbitrator will not reduce the discipline rendered.

#### **ARTICLE 11 – NATIONAL EMERGENCIES**

In the event of war, declaration of emergency or imposition of civilian wage controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days written notice and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

#### **ARTICLE 12 – HEALTH & WELFARE, DENTAL, AND VISION BENEFITS**

12.01 Effective June 1, 2012 (based on May hours for July coverage), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o Northwest Administrators, Inc., for each regular employee who received compensation for eighty (80) hours or more in the previous month and each probationary employee who completed five hundred twenty (520) hours of service in the previous six (6) months and received compensation for eighty (80) hours or more in the previous month the following:

- a. Health & Welfare - Contribute the sum of \$1,014.90 per month for the following Medical benefits:

Medical "Plan B"	\$ 964.90
Life AD&D "Plan A"	\$ 8.60
Time Loss "Plan A" (\$400 weekly benefit)	\$ 16.00
9 Month Waiver of Premium	\$ 11.40
Domestic Partner Medical Coverage	<u>\$ 14.00</u>
<i>Total</i>	<i>\$1,014.90</i>

- b. Dental - Contribute the sum of \$127.79 per month for benefits under the "PLAN A" with Domestic Partner Dental Coverage.
- c. Vision - Contribute the sum of \$14.20 per month for benefits under the "EXTENDED BENEFITS" with Domestic Partner Vision Coverage.

12.02 Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of the Agreement, the Employer shall pay such increases as determined by the Trustees, subject to the following caps:

Effective 6/1/12	\$1,156.89
Effective 1/1/13	\$0.60 per hour
Effective 1/1/14	\$0.67 per hour
Effective 1/1/15	\$0.75 per hour
Effective 1/1/16	\$0.85 per hour
Effective 1/1/17	\$0.96 per hour

After new contribution rates are announced by the Trust fund in the Fall of the year, required increases in the total contribution rate shall be covered by the allotted cents per hour (monthly contribution amount calculated as follows: cents/hour X 173 equals the monthly dollars toward contribution increases). Such increases shall be effective on December hours (January payment).

The remainder, if any, of the amount shall be allocated as follows: Increase total pension contribution rate effective on December hours (January payment) by the amount remaining after health and welfare contribution.

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



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

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

12.06 The Union agrees that during the life of this Agreement it will not request additional benefits, and the Employer agrees that for the life of this Agreement it will pay any increase in contribution rates as required by the Trustees, up to the caps set forth in Section 12.02 above, to maintain these benefits provided however, that employees shall pay a monthly contribution of thirty dollars (\$30.00) per month toward the cost of maintaining such benefits. This contribution and any contributions required due to rate increases that exceed the Employer's cap shall be paid by the employee in a lump sum monthly deduction made pre-tax through an IRS 125 Plan.

Effect January 1, 2013, employees will pay thirty-five dollars (\$35.00) per month in a lump sum pretax payroll deduction toward Health and Welfare benefits as well as any excess above the Employer's monthly maximum total contribution set forth above.

Effective January 1, 2014, employees will pay forty dollars (\$40.00) per month in a lump sum pretax payroll deduction toward Health and Welfare benefits as well as any excess above the Employer's monthly maximum total contribution set forth above.

Effective January 1, 2015, employees will pay fifty dollars (\$50.00) per month in a lump sum pretax payroll deduction toward Health and Welfare benefits as well as any excess above the Employer's monthly maximum total contribution set forth above.

Effective January 1, 2016, employees will pay sixty dollars (\$60.00) per month in a lump sum pretax payroll deduction toward Health and Welfare benefits as well as any excess above the Employer's monthly maximum total contribution set forth above.

Effective January 1, 2017, employees will pay sixty-five dollars (\$65.00) per month in a lump sum pretax payroll deduction toward Health and Welfare benefits as well as any excess above the Employer's monthly maximum total contribution set forth above.



**ARTICLE 13 – PENSION**

13.01 Effective June 1, 2012, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each of its employees (including regular, casual, temporary extra employees) who perform the work listed under the classifications and wage section of this Agreement for every straight time hour for which compensation is paid, said amounts to be computed monthly, provided that the maximum monthly contribution shall not exceed one hundred eighty-four (184) straight-time hours or two thousand eighty (2080) straight time hours annually:

<u>Effective Date</u>	<b>Basic Contribution Rate</b>	<i>(*Program for Enhanced Early Retirement)</i>	
		<b>*PEER/84 Contribution Rate</b>	<b>Total Contribution Rate</b>
06/01/12	\$3.94	\$0.26	\$4.20
12/01/12	\$4.04	\$0.26	\$4.30
06/01/13	\$4.13	\$0.27	\$4.40
12/01/13	\$4.23	\$0.27	\$4.50
06/01/14	\$4.32	\$0.28	\$4.60
12/01/14	\$4.41	\$0.29	\$4.70
06/01/15	\$4.51	\$0.29	\$4.80
12/01/15	\$4.60	\$0.30	\$4.90
06/01/16	\$4.70	\$0.30	\$5.00
12/01/16	\$4.79	\$0.31	\$5.10

All remaining pension increases will be determined using the calculations listed in Article 12, Section 12.02.

13.02 **Probationary Employees:** For probationary employees hired on or after date of ratification, the Employer shall pay ten cents (\$.10) per hour (nine cent (\$.09) basic + one cent (\$.01) PEER) into the Western Conference of Teamsters Pension Trust Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustees, for the first (1<sup>st</sup>) ninety (90) calendar days from initial date of hire, for each hour for which compensation is paid, said amount to be computed monthly. If and when this period is completed, the full contribution rate shall apply commencing on the first (1<sup>st</sup>) day after the ninety (90) calendar day probationary period is completed as described in Section 13.01 above.

13.03 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) 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.

13.04 The contributions required to provide the Program For Enhanced Early Retirement 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 six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

13.05 In the event that additional Pension Protection Act (PPA) payments or contributions of any kind to the Pension Fund are required by law or are mandated by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments. If an additional PPA payment is required and is greater than the negotiated pension increase for that year, then the pension contribution rate will not be increased in that year. If an additional PPA payment is required, but is less than the negotiated pension increase for that year, then the pension contribution shall be increased by the difference between the negotiated rate and the additional required payment. Under no circumstances shall there be a reduction in the hourly pension contribution rate.

#### **ARTICLE 14 – TEAMSTERS SUPPLEMENTAL INCOME 401(K)**

The Employer agrees to participate in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirement of Internal Revenue Code Section 401(k) for certain tax exempt, employee contributory plans. The Employer's obligations to the Plan created by this Agreement are limited to:

- A. The timely execution of the Plan's Subscriber Agreement; and
- B. The timely payment of that portion of their wages employees elect to pay into the Plan.

#### **ARTICLE 15 – DEATH IN IMMEDIATE FAMILY**

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

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

## **ARTICLE 16 – JURY DUTY**

When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Employer upon receipt of such call, and if taken from his/her work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service up to a maximum of fifteen (15) days per year; provided the employee exhibits to the Employer his/her properly endorsed check and permits the Employer to copy the check or voucher the employee received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount the employee received for such service from the amount the employee would have earned at his/her regular straight-time hourly rate during the regular working hours the employee missed while performing such service.

When an employee is excused from jury duty, either temporarily or permanently, on any scheduled work day, the employee shall report for work as soon as reasonably possible and complete any remaining hours of his/her scheduled workday.

## **ARTICLE 17 – SICK LEAVE**

17.01 Regular employees shall accumulate sick leave pay at the rate of one (1) hour for each forty (40) hours compensated to a maximum of forty-eight (48) hours of sick leave benefits a year. Accumulated sick leave pay shall be payable at the rate of one (1) day's pay per day (8 hours) or ten (10) hours if a four by ten (4X10) workweek schedule) at the straight-time rate. Benefits shall be payable for bona fide absences caused by illness or accident commencing the second scheduled working day of sickness; however, when an employee is taken to the hospital or injured on-the-job, benefits shall commence the first day. Sick leave is not to be paid for holidays. Notwithstanding the foregoing, any employee who has more than forty-eight (48) hours in his/her bank at the time of any absence otherwise qualifying for paid sick leave shall be eligible for pay commencing with the first scheduled working day of sickness. The daily total of net leave pay under this Section and disability payments provided by the Health and Welfare Plan under Article 12 shall not exceed the daily net contract rate under Appendix "A."

17.02 Sick leave shall be cumulative from year to year, but not to exceed four hundred and twenty five (425) hours. Hours accrued in excess of four hundred and twenty five (425) shall be paid to employees on their first payday in December at the rate of seventy five percent (75%) of their normal straight-time hourly wage.

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

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

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

17.05 Light Duty: Employees eligible for Light Duty will work at their normal domicile, unless mutually agreed otherwise.

### **ARTICLE 18 – SENIORITY**

18.01 All drivers shall acquire seniority and become a regular employee within the bargaining unit as described in this Agreement after seven hundred and twenty (720) hours worked in a six (6) month period. Seniority shall be retroactive to the most recent date of hire. The probationary period may be extended an additional one hundred eighty (180) hours of actual work with the mutual agreement of the Employer, Union and affected employee, in writing. Prior to attaining seniority, employees are probationary. Probationary employees are employed at the sole discretion of the Employer and disciplinary action, including their discharge, is not subject to the grievance and arbitration provisions contained in Article 10.

18.02 Seniority shall prevail in the event of a layoff of more than three (3) days; the last employee hired shall be the first laid off, and the last employee laid off shall be the first rehired, provided the employee has the qualifications and ability to perform the work or job in question.

18.03 The Employer may at its sole discretion determine whether to staff a lead position as well as the sole discretion to determine who shall be selected to fill the position.

18.04 Seniority shall be broken and employment terminated for the following reasons:

- a. Justifiable discharge;
- b. Voluntary quit;
- c. Layoffs of six (6) months or more;
- d. Absence from work because of a non-occupational illness or injury of twelve (12) months or more;
- e. Absence from occupational illness or injury of twelve (12) months or more;
- f. Work outside the bargaining unit of the same employer in excess of one (1) year.
- g. No call/no show for three (3) consecutive days.

18.05 The Employer will provide the Union with an updated seniority list each month.

18.06 All vacant recycle, commercial and yard waste routes, whether the result of adding routes or an employee quit, termination, transfer, or promotion, shall be filled according to seniority preference. Only the initial vacancy and the first vacancy created will be subject to this provision, and any subsequent vacancy (e.g. a vacancy created by the promotion or transfer of a successful bidder) shall be filled at the Employer's discretion, except if this were to deny a promotional opportunity for an employee to transfer into a higher paying classification. An employee who is awarded a bid shall have three (3) work days from the date he or she begins to operate the route to opt out of the route. An employee may opt out of a route only once in a twelve (12) month period. An employee who accepts a route bid may not bid on another route for twelve (12) months from the date the employee began to operate the route.

18.07 Recycle/Truck Drivers, Commercial Front Load Drivers, Commercial Rear Load/Commercial Roll-Off Recycle Drivers, and Residential Organics/Yard Waste Drivers shall be selected by seniority preference to fill permanent vacancies in the Employer's sanitation bargaining units before new drivers are hired. Their starting wage in the garbage unit shall not be less than the employee's current rate of pay or the eighty percent (80%) progression as established in the Sanitation Agreement, whichever is greater. Seniority in the recycle unit shall be frozen at the time of promotion to a garbage vacancy with no credit given for time worked in the sanitation unit; however, length of service with the Employer will be credited for benefit accrual purposes.

18.08 Employees who retain seniority in the recycle unit after filling a garbage vacancy may use that seniority if laid off from the garbage unit. If such employee has seniority in the garbage unit, he/she shall receive a priority for the next vacancy in that garbage unit.

18.09 In cases of recall from layoff, employees with seniority will be given a letter of recall by certified mail to their last known address on file with the Employer, with a copy to the Union. Employees who fail to make themselves available for work within five (5) calendar days shall lose all seniority rights unless otherwise agreed to in writing by the Employer, the Union and the particular employee involved. The copy of the recall notice sent to the Union shall be faxed and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to report to work within the above-mentioned time period.

#### **ARTICLE 19 – SEPARABILITY AND SAVINGS**

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

## **ARTICLE 20 – MONETARY CONTRIBUTIONS**

In the event the Employer fails to make the monetary contributions required by Article 12 of this Agreement, the Employer shall be so notified by the Union and shall have five (5) days within which to attempt to secure payment of the amount due. If payment is not paid by the Employer and/or if a dispute arises regarding contributions on behalf of any employee, such disputes may be referred in writing for a final and binding decision by an arbitrator in accordance with Section 10.04 of Article 10, "Settlement of Disputes." This Article shall not be construed as any limitation of the right of any Trust referred to in this Agreement, or its designee, to sue in a court of law for the purpose of collecting delinquent contributions.

## **ARTICLE 21 – EMPLOYMENT AGENCY**

If the Employer obtains employees for work normally performed by employees covered by this Agreement from a temporary employee agency, wages, fringe benefits and other benefits of this Agreement shall be provided to all such persons, except as provided in Section 23.04 below.

## **ARTICLE 22 – STRIKES AND LOCKOUTS**

22.01 It shall not be a violation of this Agreement, or cause for discharge or permanent replacement of any employee or disciplinary action of any kind if an employee voluntarily refuses to cross or work behind a lawful primary picket line, approved by the Union, including picket lines at the Employer's places of business.

22.02 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 23 – BARGAINING UNIT WORK**

23.01 The work of the Union's bargaining unit must be performed only by employees belonging to said unit except as otherwise expressly provided in this Agreement.

23.02 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., 20% 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.

23.03 Members of Teamster Local 174 who work for the Employer under its Sanitation Agreements may be temporarily used to complete work assignments when bargaining unit members are not immediately available.

23.04 Toter delivery work may be performed by members of this bargaining unit when the Employer makes such assignments. Employees who deliver totes will not be paid less than their normal straight-time rates. The Employer retains the right to use a third party or other non-bargaining unit employees to perform toter delivery work without regard to the requirements of Article 21 above, provided no bargaining unit employees are laid off as a result.

23.05 It shall not be a violation of this Agreement for non-bargaining unit employees to cover a bona fide emergency. Such coverage shall only occur until such time as a bargaining unit member can be scheduled to perform such work. The application of this provision is in addition to Sections 23.03 and 23.04.

#### **ARTICLE 24 – MEAL AND REST BREAKS**

24.01 All employees shall take meal and rest breaks in accordance with Washington State Law. All such breaks shall be paid for by the Employer, with the exception of meal breaks.

24.02 In order to lessen fatigue, all drivers are expected to take an uninterrupted unpaid meal break of thirty (30) minutes each day. All drivers must sign the Employer's Driver Meal Period Acknowledgement Form and abide by the practices described therein.

24.03 In order to ensure the accuracy of employee time records, all employees will, for each day of work, review and attest to the electronic record of their time worked.

#### **ARTICLE 25 – GENERAL PROVISIONS**

25.01 In cases of transfers between the Employer's recycle industry bargaining units, employees shall be credited for all days worked from their most recent date of hire for benefit accrual and wage calculation purposes (e.g., vacation and sick leave) but placed at the bottom of the seniority list at the new location.

25.02 The Employer shall provide the Union with a suitable bulletin board to be used for posting matters relating to Union business. Only the Union is authorized to post materials on this Board.

25.03 Eligible employees will be granted Family Medical Leave Act leave pursuant to the terms and conditions of that Act, applicable federal regulations, as well as the Employer's policies covering such leave.

25.04 The Employer will take immediate action to replace a paycheck in cases of shortages of one hundred dollars (\$100.00) or more. If the shortage is less than one hundred dollars (\$100.00), the shortage will be corrected in the next paycheck. Employees shall immediately notify the Employer when an error is discovered in their paychecks.



25.05 All employees covered by this Agreement must at all times possess a current and valid Department of Transportation Medical Certificate and a Commercial Driver's License with required endorsements. If an employee loses his/her Commercial Driver's License as a result of an infraction, they must report the loss immediately to the Employer. In such case the employee may be terminated. If an employee suffers a temporary suspension of his/her Commercial Driver's License due to conditions beyond the employee's control (except as provided in Section 26.06), or has a lapse in their Transportation Medical Certificate, the employee will be eligible for an unpaid leave of absence for up to three (3) months. In the event the loss of a Commercial Driver's License or Transportation Medical Certificate is due to a medical reason, the employee will be eligible for a leave of absence up to the time period specified in Section 18.04 regarding termination of seniority and employment.

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

25.07 Union Visitation: 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 and management is first notified of the Union representative's presence. The business representative agrees to conform to all Employer safety requirements and visitor procedures.

## **ARTICLE 26 – SAFETY AND OVERLOADS**

26.01 The Employer shall not require employees to operate unsafe equipment or take out unsafe vehicles.

26.02 Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe by the maintenance department prior to further utilization.

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

26.04 Any employee who knows or reasonably should have known that he/she was involved in any accident or in an incident resulting in damage to a Company vehicle or injury to persons shall immediately report the same to his/her supervisor/manager.

26.05 In relation to overweight loads or defective equipment, the Employer shall pay all fines and assessments and compensate employees at their straight-time rate for all work missed and also provide all necessary transportation and legal representation in connection therewith, provided the employee was performing pursuant to Employer instructions.



26.06 If an employee suffers a suspension or revocation of his/her license for overweight loads or defective equipment solely as a result of following the Employer's instructions, the Employer must provide continued employment for the period involved at not less than regularly scheduled straight-time hours, subject to seniority and/or layoff provisions. Receipt of benefits under this provision is dependent upon the employee's full cooperation in the defense of any citations received.

26.07 Front-load or Rear-load containers must be reasonably and safely accessible to all drivers. No container over a four (4) yard capacity shall have wheels.

26.08 Employees will not be required to pick up containers at locations where threatening animals inhibit the employee from doing his/her job, but must notify their supervisor and/or dispatcher immediately.

**ARTICLE 27 – ABSENTEE POLICY**

27.01 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:

<b><u>Occurrence</u></b>	<b><u>Discipline</u></b>
First	Verbal Warning
Second	Verbal Warning
Third	Verbal Warning
Fourth	Written Warning
Fifth	Written Warning
Sixth	Final Written or Suspension
Seventh	Suspension
Eighth	Termination

27.02 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 more than ten (10) minutes but less than forty-five (45) minutes and a full occurrence if more than forty-five (45) minutes late. Scheduled days off are not treated as an occurrence under this Article.

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

27.04 Employees may not swipe in more than seven (7) minutes before the start of their shift and will be expected to commence work immediately after swiping in as employees are paid from the time of swipe in.

27.05 Employees who neither show up for work nor call their supervisor will be issued one and one-half (1½) occurrences.

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

27.07 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. Employees must make a reasonable effort to discuss the matter directly with their supervisor or an available supervisor. However, if a supervisor is not readily available, the employee may leave a recorded message with a supervisor. Failure to provide this notice will result in an assessment of one-half (1/2) of an occurrence.

27.08 Employees off work due to an illness or injury must notify the Company daily no later than the regular start time of their shift, unless the nature of the condition has been diagnosed by a physician as a prolonged illness or injury. Failure to provide this direct notice will result in the assessment of one-half (1/2) of an occurrence.

27.09 Any employee that does not receive any occurrences during a six (6) month period (January through June, and July through December) 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.

27.10 Failure to be on time for safety meetings that have been posted will result in one-half (1/2) occurrence for up to ten (10) minutes late, and one (1) occurrence thereafter. This does not apply to drivers working on route prior to the start of the safety meeting. The Employer will endeavor to post notice of safety meetings in a conspicuous place at least forty-eight (48) hours in advance where reasonably possible.

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

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

27.13 Employees are required to swipe in prior to the start of their work-shift and attest to their hours of work at the completion of the shift. If an employee fails to swipe in and/or attest to their hours of work as required, he/she may be subject to progressive discipline.

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

27.15 The Employer and Union agree that employees promoted to the garbage unit will take their attendance occurrence level with them.

## **ARTICLE 28 – MANAGEMENT'S RIGHTS**

28.01 The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and require their observance. The Employer shall have the sole right to direct the working force in the performance of their work assignments, including the assignments 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 exclusive rights, prerogatives, functions and authority retained by the Employer shall include, but are not limited to, the following:

- A. To decide the services to be offered or not offered, service level standards offered, the processes of providing services and the materials and equipment used in providing services;
- B. To decide the nature of the equipment, methods of processes used, to introduce new equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery, methods or processes;
- C. To establish, revise and implement standards of hiring, quantity of work, quality of work, and safety;
- D. To determine the number of employees, including the number of employees assigned to any particular operation or classification;

- E. To assign and distribute all work, including the right to alter, modify or combine routes;
- F. To establish and enforce reasonable work and safety rules for all employees and to change and/or modify work and safety rules; and
- G. To take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators.

28.02 The Employer's exercise of these rights shall be subject to the terms and conditions of this Agreement.

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

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

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

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

28.07 The Employer shall be the sole judge of the competency and classification of all employees.

28.08 The Employer may use cameras, GPS and other tracking devices in any disciplinary matter when the employee has been informed in advance of the camera, GPS or other tracking device, provided, however, that the Employer agrees that a GPS or other tracking device will not be used as the sole basis for imposing discipline unless the employee has been previously counseled as a result of the GPS or other tracking device information on a similar issue within the last twelve (12) months.

## **ARTICLE 29 – ECONOMIC PARITY**

29.01 During the term of this Agreement, should any other recycling company obtain more favorable economic terms and conditions in a contract with the Union, the Employer may serve upon the Union thirty (30) days notice of implementation of the more favorable

economic terms and conditions. During the thirty (30) day period, the Employer shall grant the Union ample opportunity to negotiate over the proposed implementation and its effects. Exception: If the Union successfully organizes an industry employer, this provision shall not apply to the first contract negotiated by the Union with that company for a period not to exceed three (3) years.

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

### **ARTICLE 30 – SPECIAL CONDITIONS**

30.01 All parties acknowledge that the Employer is faced with intense competition from non-union operators for the acquisition of new work, as well as the retention of existing contracts which will come up for bid during the life of this Agreement. In recognition of these conditions, the Employer may, upon sixty (60) days advance written notice to the Union, reopen any provision of this Agreement for the limited purpose of renegotiating terms so that it will be competitive from a labor cost standpoint with firms it is competing against for that work.

30.02 If the recycle industry is deregulated during the term of this Agreement, or if the authority of the WUTC to regulate recycle collection and set rates is altered or transferred to any other government instrumentality, body, or agency or if additional WUTC franchises or permits are issued to other companies, and this impacts the competitive nature of the recycle industry as it existed on September 1, 1993, 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 shall be submitted to a neutral arbitrator for determination according to the procedures set forth in Sections 10.04 and 10.05 of this Agreement.

### **ARTICLE 31 – UNIFORMS**

31.01 The Employer will furnish, maintain and pay for appropriately-sized uniforms, personal protective equipment and tools (e.g., flashlights, batteries, clipboards, pens, paper) to the extent they are required by the Employer. Employees are expected to wear required uniforms provided by the Employer, as well as required personal protective equipment, and may not wear any hat that bears an emblem other than the Company emblem. Employees may purchase other Company approved apparel as they become available through the

Company Uniform program. Uniforms or other safety apparel that are given to the employee will be replaced by the employee if damaged (except normal wear and tear) or lost. Employees shall be dressed in uniforms and ready to work before swiping in.

31.02 Employees shall receive a boot allowance of one hundred fifty dollars (\$150.00) for each contract year of this Agreement, subject to providing the Employer with a receipt.

### **ARTICLE 32 – PAYROLL DEDUCTION OF UNION FEES**

32.01 Payroll Authorization: The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the regular Union dues and initiation fees 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 initiation fees are those currently in effect or as may hereinafter be established.

32.02 Schedule of Dues Deductions: The Employer will deduct the initiation fees and monthly dues on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last paycheck.

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

32.04 Automatic Renew: The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is 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 Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

### **ARTICLE 33 - UNIFORMED SERVICE EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

The Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994

### **ARTICLE 34 – DISCIPLINE**

34.01 Warnings, suspensions, or discharges must be issued in accordance with the provisions of this Article. Prior to disciplining an employee, the Employer shall conduct an investigation of the facts. Progressive discipline is understood, except where misconduct was so serious as to warrant discharge or suspension without a prior warning.

34.02 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.

34.03 As a condition precedent to any suspension, suspension pending discharge or discharge, 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 (including suspensions pending a discharge decision) or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.

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

34.05 Warning notices not given and suspensions, including suspensions pending a discharge decision, and discharges, except as hereinafter provided, not executed within fourteen (14) calendar days of any given incident or when the Employer is reasonably charged with knowledge of the incident are null and void. If the fourteenth (14<sup>th</sup>) day falls on a Saturday, Sunday or a holiday, the next following normal day of work shall be considered the fourteenth (14<sup>th</sup>) and last day. The fourteen (14) calendar day time period referenced herein may be extended by mutual agreement, which will not be unreasonably withheld. For the purpose of progressive discipline, warning notices are no longer effective after twelve (12) months.

34.06 Warning notices are not necessary if the grounds for discipline are: dishonesty; intentionally swiping the time card of another employee without the express approval of Company Management; (an employee who inadvertently swipes the time card of another employee must immediately notify Company Management); recklessness; gross negligence in handling or driving the Employer's vehicles; intentionally tampering with a safety device; carrying unauthorized passengers while operating Employer's vehicles; misrepresentation of any kind related to sick leave; failure to report an accident or injury as required in Section 17.04; gross insubordination; gross abuse of customers or other person or customer abuse resulting in the loss of the account; possession of firearms on Company property or equipment; gross or criminal conduct that reflects on the Employer's image; violation of the Employer's Alcohol and Drug Free Workplace and Substance Abuse Policy, or other misconduct so serious as to warrant discharge or suspension without prior warning. Definition of dishonesty is: stealing time, materials, money, or equipment, and fraud of any kind.



**ARTICLE 35 – LETTERS OF UNDERSTANDING**

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

- Appendix "A" Re: Wages
- Letter of Understanding Re: Sunday Workday
- Letter of Understanding Re: Transfer of Employees

**ARTICLE 36 – DURATION OF AGREEMENT**

36.01 This Agreement shall be effective **June 1, 2012**, until **May 31, 2017**, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

36.02 It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to May 31, 2017, or May 31<sup>st</sup> of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement.

**RABANCO LTD. AND KENT-MERIDIAN  
DISPOSAL COMPANY d/b/a**  
Allied Waste Services of Bellevue/Republic Services of Bellevue  
Allied Waste Services of Seattle/Republic Services of Seattle  
Allied Waste Services of Kent/Republic Services of Kent  
Kent Meridian Disposal  
Allied Waste Services of Lynnwood/Republic Services of Lynnwood

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

  
\_\_\_\_\_  
**MIKE HUYCKE**  
Northwest Area President, Republic Services

7/30/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**TRACEY A. THOMPSON**  
Secretary-Treasurer

7-16-12  
\_\_\_\_\_  
Date



**APPENDIX "A"**

**WAGE RATES**

The wage rates set forth in this Appendix are intended only to be the minimum wage rates the Employer is obligated to pay. Nothing contained in this Agreement shall preclude the Employer from paying more than these minimum wage rates or establishing incentives at its sole discretion. Institution of an incentive does not guarantee its continuity by the Employer.

Classification	6/1/12	12/1/12	6/1/13	12/1/13	6/1/14	12/1/14	6/1/15	12/1/15	6/1/16	12/1/16
Commercial Front Load Driver	\$24.52	\$24.82	\$25.12	\$25.42	\$25.82	\$26.22	\$26.62	\$27.02	\$27.57	\$28.17
Residential Yard Waste Driver	\$24.52	\$24.82	\$25.12	\$25.42	\$25.82	\$26.22	\$26.62	\$27.02	\$27.57	\$28.17
Commercial Rear Load*/Roll Off Recycle Driver	\$24.52	\$24.82	\$25.12	\$25.42	\$25.82	\$26.22	\$26.62	\$27.02	\$27.57	\$28.17
Recycle/Truck Driver	\$22.27	\$22.62	\$22.97	\$23.32	\$23.77	\$24.22	\$24.77	\$25.32	\$26.12	\$27.02
Container Delivery Driver; Swamper; E-Waste	\$17.48	\$17.68	\$17.88	\$18.08	\$18.28	\$18.48	\$18.68	\$18.88	\$19.38	\$20.08

\*Mixed commercial/residential routes will be categorized as either commercial or residential based on the majority percentage of the customer base (e.g., if 51% of the customer base is commercial, then the route shall be categorized as a commercial route). Multi-family accounts are considered residential.

**NOTE:** Current employees (hired on or before 8/17/02) in the Container Delivery and Swamper classification will have their wage rate red circled and will receive the negotiated Recycle Driver wage increases.

**NOTE:** For purposes of filling sanitation unit vacancies, periods of service in the Container Delivery Driver and Swamper classifications shall not be calculated. Employees who occupy the Container Delivery and Swamper positions shall be entitled to bid into vacant Recycle/Truck Driver, Residential Yard Waste Driver and Commercial Front Load Driver positions, if qualified. However, they must have a valid CDL within ninety (90) days and accept the next available position (by seniority) after that date or their bargaining unit seniority will be thereafter frozen and no additional seniority will accrue while they remain in a Container Delivery Driver or Swamper position.

**New Hires:** New employees shall progress to the appropriate contractual rate at least in accordance with the following:

- 80% for the first 2080 hours of work
- 90% for the second 2080 hours of work
- 100% upon completion of 4160 hours of work

No employee will suffer a reduction in pay as a direct result of this Agreement unless there is a change in the employee's duties and responsibilities. Employees who receive premiums will be given the negotiated hourly wage increases each year of the Agreement in addition to their current rates.

**Premium Pay:** If an employee works on a route in a different classification, he/she shall be paid the higher classification rate of pay for all hours worked for the day. If the pay is equal, the employee shall be paid the floater rate premium for all hours worked. The premium pay shall not apply to those helping on another route after the completion of their duties, regardless of their classification.

**Leadman:** Bargaining unit Leadmen shall receive not less than ten percent (10%) above the highest classification supervised.

Effective June 1, 2007, the Foreman position was deleted but any member holding the position at that time shall be "red circled" and shall receive not less than ten percent (10%) above the highest classification supervised.

**LETTER OF UNDERSTANDING**

**By and Between**

**RABANCO LTD. AND KENT-MERIDIAN DISPOSAL COMPANY d/b/a**

Allied Waste Services of Bellevue/Republic Services of Bellevue  
Allied Waste Services of Seattle/Republic Services of Seattle  
Allied Waste Services of Kent/Republic Services of Kent  
Kent Meridian Disposal  
Allied Waste Services of Lynnwood/Republic Services of Lynnwood

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

---

**Re: Sunday Workday**

In the event customer demands or government entities require the Company to establish Sunday as a regular work day, the Company agrees to negotiate with the Union over the number of employees necessary to meet the required needs and how such positions will be staffed. If the parties are unable to reach an agreement, the dispute will be submitted to binding arbitration per Article 10, Settlement of Disputes.

**LETTER OF UNDERSTANDING**

**By and Between**

**RABANCO LTD. AND KENT-MERIDIAN DISPOSAL COMPANY d/b/a**

Allied Waste Services of Bellevue/Republic Services of Bellevue  
Allied Waste Services of Seattle/Republic Services of Seattle  
Allied Waste Services of Kent/Republic Services of Kent  
Kent Meridian Disposal  
Allied Waste Services of Lynnwood/Republic Services of Lynnwood

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

---

**Re: Transfer of Employees**

Section 24.02 of the Teamsters Local Union No. 174 Master Sanitation Agreement provides that employees transferring into the Master Agreement from the Employer's Collective Bargaining Agreement with the Union are subject to a trial period of five hundred and twenty (520) straight time hours of actual work under the Master Agreement. During the trial period, transferred Teamster Local Union No. 117 employees have access to the grievance procedure for discipline but may not grieve return to the Teamster Local Union No. 117 Collective Bargaining Agreement. The Employer and the Union agree that employees who are returned to the Teamster Local Union No. 117 Collective Bargaining Agreement will have access to the Settlement of Disputes provisions of the Collective Bargaining Agreement between the Employer and Union to challenge whether the Employer's action was for just cause.

While Allied Waste Service of Kent/Republic Services of Kent and Kent Meridian Disposal Company d/b/a Kent Meridian Disposal bargaining units are separate, the Employer and Union agree that the Employer may make day to day operations decisions for the two (2) entities as are necessary for efficiency of operations. Further, for vacation scheduling purposes and for the purpose of determining the appropriate number of Floaters, the employees at the two (2) Companies shall be combined.

**LETTER OF UNDERSTANDING**

**By and Between**

**RABANCO LTD. AND KENT-MERIDIAN DISPOSAL COMPANY d/b/a**

Allied Waste Services of Bellevue/Republic Services of Bellevue  
Allied Waste Services of Seattle/Republic Services of Seattle  
Allied Waste Services of Kent/Republic Services of Kent  
Kent Meridian Disposal  
Allied Waste Services of Lynnwood/Republic Services of Lynnwood

**And**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

---

**Re: Creation of Sunday Work**

The Union and Company have met and agree to the terms and conditions set forth below. The conditions prescribed below will become effective immediately upon signing this Letter of Understanding. The Letter of Understanding will be incorporated by reference into the current Collective Bargaining Agreement which is set to expire on May 31, 2017. The parties agree that this Letter of Understanding will expire with the Collective Bargaining Agreement.


The parties agree that the Company may create schedules of work routes to be performed on Sundays at the Seattle, Washington location only. Additionally, for all hours worked on Sundays, the employee(s) shall be paid at the rate of time and one half (1½) of their regular rate of pay. Furthermore, if an employee works in excess of eight (8) hours in his/her Sunday work shift, this shall constitute as overtime and shall be paid at the rate of double time (2x). This condition does not change any other practices concerning the scheduling of work on other week days and does not apply to any other business units.

The Union and Company affix their signatures below in agreement to the above terms and conditions.


**RABANCO LTD. AND KENT-MERIDIAN  
DISPOSAL COMPANY d/b/a**

Allied Waste Services of Bellevue/Republic Services of Bellevue  
Allied Waste Services of Seattle/Republic Services of Seattle  
Allied Waste Services of Kent/Republic Services of Kent  
Kent Meridian Disposal  
Allied Waste Services of Lynnwood/Republic Services of Lynnwood

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

  
\_\_\_\_\_  
**MIKE HUYCKE**  
Northwest Area President, Republic Services

7/30/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**TRACEY A. THOMPSON**  
Secretary-Treasurer

7-16-12  
\_\_\_\_\_  
Date

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

## COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

Rabanco Ltd. & Kent-Meridian Disposal Co. d/b/a (See CBA)  
 Employer Name  
 1600 127th Ave NE  
 Address  
 Bellevue WA 98005  
 City State Zip Code

Teamsters Local Union No. 117  
 Labor Organization (Union) Name  
 14675 Interurban Avenue South, Suite 307  
 Address  
 Tukwila WA 98168  
 City State Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: June 1, 2012 to: May 31, 2017

New Account  Renewal — Account No. <sup>105824, 106130, 126671, 126672, 126670, 106648</sup> 114 Approximate No. of Covered Employees

## INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

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

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

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)				<u>Monthly Rate</u>
<b>Medical Plan</b>	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C <input type="checkbox"/> WT-100	\$ 964.90
<b>Life/AD&amp;D</b>	<input checked="" type="checkbox"/> A - \$30,000	<input type="checkbox"/> B - \$15,000	<input type="checkbox"/> C - \$5,000	\$ 8.60
<b>Time Loss</b>	<input checked="" type="checkbox"/> A - \$400/week	<input type="checkbox"/> B - \$300/week	<input type="checkbox"/> C - \$200/week <input type="checkbox"/> D - \$100/week	\$ 16.00
<b>Disability Waivers</b>	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only			\$ 11.40
<b>Domestic Partners</b>	<input checked="" type="checkbox"/> Domestic Partners - Medical			\$ 14.00
<b>Dental Plan</b>	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	\$ 125.59
<b>Domestic Partners</b>	<input checked="" type="checkbox"/> Domestic Partners - Dental			\$ 2.20
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT			\$ 14.00
<b>Domestic Partners</b>	<input checked="" type="checkbox"/> Domestic Partners - Vision			\$ 0.20

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

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

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

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

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer   
 Title/Assn Mike Huycke  
NW Area Pres., Republic Services Date 7/30/12

For Union   
 Title Tracey A. Thompson  
Secretary-Treasurer Date 7-16-12



# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

## EMPLOYER - UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Rabanco Ltd. & Kent-Meridian Disposal Co. d/b/a (See CBA) NAME OF ASSOCIATION \_\_\_\_\_  
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 1600 127th Ave NE CITY, STATE, ZIP CODE Bellevue, WA 98005

EFFECTIVE DATE OF THIS LABOR AGREEMENT 6/1/12

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

**INDICATE:**  
 RENEWAL  NEW PENSION ACCOUNT  NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS   
 EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_ SELLER \_\_\_\_\_  
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES

NAME OF PARENT COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

FOR LABOR AGREEMENT RENEWALS:  
 INDICATE PENSION ACCOUNT NUMBER(S) 412001, 412005, 412008, 412026, 412007

EMPLOYER IS A: CORPORATION  PARTNERSHIP  UNINCORPORATED SOLE PROPRIETORSHIP   
 PUBLIC ENTITY  LIMITED LIABILITY COMPANY  (INDICATE - PARTNERSHIP  CORPORATION   
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 114

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union No. 117 EMPLOYER Rabanco Ltd. & Kent-Meridian Disposal Co. d/b/a (See CBA)  
 BY  DATE 7-16-12 BY  DATE 7/3/12  
(SIGNATURE) (SIGNATURE)

Tracey A. Thompson Mike Huycke  
(PRINT NAME OF INDIVIDUAL SIGNING) (PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. \_\_\_\_\_ TITLE NW Area Pres., Republic Services PHONE NO. \_\_\_\_\_

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.  
 BY \_\_\_\_\_ DATE \_\_\_\_\_

### SUPPLEMENTAL INCOME TRUST FUND Subscriber Agreement for 401(k) Plan

(MUST BE COMPLETED AND FORWARDED TO ADMINISTRATIVE OFFICE) The undersigned Employer and Union hereby certify that they are parties to a written labor agreement and they desire to supplement that Agreement to provide for participation in the Supplemental Income 401(k) Plan. A complete copy of the labor agreement is attached or, if not yet available, will be furnished to the Administrative Office as soon as available. The undersigned further certify that the following information is true and correct and accurately reflects the intent of the Employer and Union.

NAME OF EMPLOYER

NAME OF ASSOCIATION (IF ANY - See Reverse)

EMPLOYER STREET ADDRESS

CITY, STATE & ZIP CODE

TERM OF LABOR AGREEMENT  EFFECTIVE DATE OF PARTICIPATION IN 401(k) PLAN

APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THIS AGREEMENT  
 PAY PERIOD (check one):  Weekly  Every Two Weeks  Monthly  Other (specify)

The Employer agrees that during each pay period it shall deduct on behalf of any employee covered under the labor agreement the amount that the employee designates on a properly signed "401(k) election form" provided by the Trust Fund. The Employer agrees to (1) maintain copies up to date of all employee election forms and (2) transmit this deduction (along with the Employer contribution, if any) to the Trust Fund Administrative Office immediately after each payroll period, or no less frequently than twice per month along with the contribution data. The Trust Fund requires transmittal of all monies and contribution data by an electronic format specified by the Fund and that every transmittal show the pay period and date for that transmittal. The Employer hereby agrees to submit contributions to the Plan and supporting transmittal information in the manner specified by the Trust Fund. SubSaid contributions must be received by the Plan within fifteen (15) calendar days of each pay day and will be considered delinquent if not fully transmitted and received by the Fund by the 15th calendar day following the pay day. The Employer agrees that 6 percent liquidated damages (or \$25.00 whichever is greater) plus interest shall be assessed for contributions past due for a period of two weeks or less, and at 12 percent (or \$25.00, whichever is greater) plus interest, for contributions past due in excess of two weeks.

- 1) Indicate the Option Selected by the Employer and Union:  
 The Employer agrees to transmit employee deductions based on one of the following options (initial one):  
 Option 1: Flat amount per month (the minimum monthly contribution is \$20.00)  
 Option 2: Specified hourly contribution rate per compensable hour  
 Option 3: Percentage of total compensation paid to employee during reporting period (the minimum percentage of total compensation allowed is 1%)

Whatever Option is selected, federal tax provides that an employee cannot contribute more than \$14,000 (in 2005) to a 401(k) Plan during any year.

- 2) Employer Contributions: Is the Employer obligated to make employer contributions on behalf of the employee?  Yes  No  
 If so, initial the appropriate boxes selected:  
 Option 1: Flat amount per month (the minimum monthly contribution is \$20.00) in the amount of \$   
 Option 2: Specified hourly contribution rate per compensable hour of \$  See CBA and Letter of Understanding   
 Option 3: Percentage of total compensation paid to employee during reporting period:  1%  2%  3%  4%  5%  
 Option 4: Matching Contribution of

Employer tax deductions for contributions to a 401(k) plan are limited by law to 15% of total compensation paid in the year to all employees eligible to participate in the plan.

- 3) Operational Fee:  
 The Employer may pay the monthly operational fee charged to each participating employee's account. If the Employer has not agreed to pay the fee it will be paid by the employee (initial one):  
 A. Employer agrees to pay the monthly operational fee on behalf of each contributing employee  
 B. The monthly operational fee will be deducted by the Trust Fund from each contributing employee's account

- 4) Entry/Participation Date:  
 Eligibility to participate in the Plan may be delayed for newly hired employees. The Union and Employer agree that (initial one):  
 A. Employees eligible from first hour of employment (no waiting period)  
 B. Three months (employees eligible after three months of employment)  
 C. Six months (employees eligible after six months of employment)  
 D. One year (employees eligible after one year of employment)  
 E. Other (not to exceed one year of employment):

5) Non-Discrimination Testing/Maximum Contribution:  
 This Plan, like all 401(k) plans, must ensure that (1) contributions conform to the Internal Revenue code's "non-discrimination testing" requirements; (2) employer and employee contributions to the Plan do not exceed \$40,000 or 100% (whichever is less) % of the participating employees' compensation; and (3) no employee's contributions will exceed the then current IRS maximum annual contribution (\$16,500 for 2009 and \$5,500 in "catch up" contributions for employees age 50 and over). Under federal law, "non-discrimination testing" is required if any of the employees covered by this Agreement is a 5% owner or is paid over \$95,000 in a calendar year. Do any employees covered by this Agreement own 5% or more of the Employer or make in excess of \$95,000 in the calendar year?

YES  NO   
 If "Yes" is marked above, the Trust Fund will perform the "non-discrimination testing" required by federal law once annually at a cost to the Employer of \$250 plus \$1.00 per employee who participates in this 401(k) Plan. The Employer hereby agrees to pay this amount.

If "No" is marked, the Employer hereby agrees to annually certify on a form to be provided by the Trust Fund that no employees covered by this Agreement were paid more than \$105,000 during that year. All Employers are also required to certify once annually on a form to be provided by the Trust Fund that no employee's self payments have exceeded the then current IRS maximum annual contribution.

6) Participant Education  
 The Employer agrees that it shall provide the Trust Fund reasonable access to its employees necessary to provide them with information concerning their investment options under the Plan sufficient to meet the requirements of federal law.

7) Duration of this Agreement  
 It is the purpose and intent of the parties to maintain this Subscriber Agreement in full force and effect at all times during which the Employer is obligated by contract or by law to continue participation in the Plan. Accordingly, this Subscriber Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement, during which the Employer agrees to make contributions to the Trust in the manner provided herein and thereafter for the term of any subsequent collective bargaining agreement until revoked. The Employer may revoke this Subscriber Agreement by sending written notice thereof by certified mail to the Union and the Trust Fund not less than 15 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of the collective bargaining agreement or written extension thereto.

The undersigned Union and Employer agree to be bound by the Trust Fund's Agreement and Declaration of Trust and shall become party to that agreement upon the submission of contributions to the Fund pursuant to a collective bargaining agreement and/or Subscriber Agreement, and the acceptance of those contributions by the Trust Fund.

UNION <input type="text" value="Teamsters Local Union No 117"/>	TEL. <input type="text"/>	EMPLOYER <input type="text" value="Rabanco Ltd. &amp; Kent-Meridian Disposal Co. d/b/a (See CBA)"/>
BY: <input type="text" value="Tracy A. Thompson"/>		BY: <input type="text" value="Mike Huvcke"/>
(PRINT NAME): <input type="text" value="Tracy A. Thompson"/>		(PRINT NAME): <input type="text" value="Mike Huvcke"/>
TITLE: <input type="text" value="Secretary-Treasurer"/>		TITLE: <input type="text" value="Northwest Area President, Republic Services"/>

ACCEPTED ON BEHALF OF THE TRUSTEES OF THE SUPPLEMENTAL INCOME TRUST FUND:  
 BY:  DATE:

RETURN WITH SIGNED COLLECTIVE BARGAINING AGREEMENT TO:  
 RBC Dain Rauscher, Attn: Ray Brown (800) 477-3829  
 345 California Street, San Francisco CA 94104