

MASTER AGREEMENT

By and Between

RABANCO LTD.

And

GENERAL TEAMSTERS LOCAL UNION NO. 174

**Affiliated With The
International Brotherhood of Teamsters**

This Master Agreement by and between Rabanco Ltd. d/b/a Allied Waste Services of Bellevue, Allied Waste Services of Seattle, Allied Waste Services of Kent, and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (hereinafter collectively referred to as the "Employer") and General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter "the Union"), shall apply to the employees who worked for each of the aforementioned companies in classifications covered by this Agreement as separate bargaining units and become effective commencing April 1, 2010 and shall continue in force and effect through March 31, 2014, and also thereafter, on a year to year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is nowise intended as "Notice of Termination".

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

ARTICLE 1 - UNION MEMBERSHIP

1.01 During the term of this Agreement, the Employer hereby recognizes the Union as the sole and exclusive bargaining agency for all employees of the Employer whose job classifications are set forth in this Agreement.

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

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

1.03 One (1) time per year, (May 1) or upon request of the Union, the Employer shall submit to the Union a list of names of all employees in the bargaining unit stating each employee's initial date of hire and current rate of pay.

1.04 For each business unit of the Master Agreement the Employer shall submit to the Union the names and dates of hire for all new employees, including rehired employees, not later than ten (10) calendar days from their date of employment or reemployment.

1.05 The Employer, upon voluntary written authorization from the employee, shall deduct from the first (1st) paycheck received by said employee each month, the regular monthly dues, initiation fees and assessments and promptly remit the 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 monthly dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split so as to provide for five (5) equal payments, one from the first (1st) pay period after completion of thirty (30) days of employment, and equal amounts in the following four (4) pay periods.

1.06 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may 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.

1.07 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least 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.

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

1.09 D.R.I.V.E. 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 each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one 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 payroll deduction plan.

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

ARTICLE 2 – ROUTES, BIDDING AND FLOATER POOL

2.01 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. Daily route assignments are generally expected to be completed within the regular workday hours of eight (8) hours for employees on a 5/8 schedule or ten (10) hours for employees on a 4/10 schedule.

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

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

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

After completion of this process, the employee may decline involuntary overtime in excess of the monthly maximum.

2.03 Trucks loaded on route shall be dumped by employees loading same, and same employees and same truck shall return to route for completion. Exceptions: equipment breakdown, disposal site limitations/problems, governmental ordinances/regulations, weather problems, 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 Sections 2.05 and 2.06 shall apply.

2.04 Seniority, according to length of service, shall prevail in all reductions in force, in accordance with Article 24, Seniority. The Union shall be advised when employees on regular routes are changed from one route to another. Such changes may not be for reasons unrelated to performance on a route.

2.05 Openings on routes shall be filled by the most senior employee who bids on that route ("Bid Employee"). Bids shall be posted immediately for not less than six (6) working days. All bids shall be awarded the next business day and filled within fifteen (15) working days (Monday through Friday). An employee may exercise their seniority under this section three (3) times in a twelve (12) month period. The route vacated by the Bid Employee shall be filled using the same bid procedure. The opening created as the result of this bid, if any, shall be filled by the most senior employee who bids the vacated position. Any subsequent vacancies shall be bid in accordance with the provisions in this section for a total of three (3) additional moves. Thereafter the next vacant route shall be filled by the most senior Floater who desires the route.

2.06 Bid Employees 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 but not without first consulting with the Union. In such case, the open route will be filled by the second most senior employee from the original bid. If only one employee had bid on the original posting, the open route shall be assigned to the least senior employee or rebid 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.

2.07 Employees are encouraged to inform the Employer of their interest in training opportunities. Assuming there has been a sufficient expression of interest in training opportunities, the Employer shall make available training opportunities on a quarterly basis on routes or equipment to interested employees, subject to the Employer's operating requirements. If the training takes place, the employee will be paid his/her normal rate of pay.

2.08 When an employee is on leave for three (3) consecutive months for any reason, the employee's assigned route will be put up for bid in accordance with this Article with the understanding when the original employee returns from such leave the route will be returned to that employee and the temporary driver shall be assigned to the Floater pool, unless there is mutual agreement to extend the time period.

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

2.09 **FLOATER POOL:** The Employer agrees to establish a Floater Pool comprised of employees covered by this Agreement. Employees in the Floater Pool will be used to fill vacancies caused by absences (e.g., illness/injury, approved leave of absence or vacation) under this Collective Bargaining Agreement.

2.10 Absent unusual circumstances, the Employer shall use Teamsters Local Union No. 174 floaters to perform work under this Agreement before using Teamsters Local Union No. 117 floaters.

2.11 When a floater position becomes available, the Employer will post the position. The Employer will select the senior bidder demonstrating a good attendance and accident record, which is defined as three (3) or fewer attendance occurrences and no more than one (1) preventable accident resulting in an insurance claim in the previous twelve (12) months. (An insurance claim is triggered by property damage of \$500 or more and/or a personal injury claim.) The Employer agrees that employees who are designated as floaters at the time of execution of this Agreement will be red-circled and they will not be subject to the bid procedure. The Employer further agrees to make Teamsters Local Union No. 174 floater positions available to Teamsters 174 employees covered by this Agreement before filling the vacancy with employees from outside this Agreement.

2.12 Within forty-five (45) days of the execution of this Agreement, the Employer agrees to identify the needs of the Floater Pool and thereafter meet and confer with the Union with regard to its determinations.

2.13 Designated Floater Pool employees under this Agreement shall receive a premium of 5% above the hourly Driver wage rate for each hour worked as a floater.

2.14 When Teamsters Local Union No. 174 floaters are used to perform work covered by the Teamsters Local Union No. 117 Agreement, their wages and benefits will be governed by the terms of this Agreement.

2.15 The Employer and Union agree to meet every six (6) months to review the work hours of floaters under each of the applicable Collective Bargaining Agreements. When it is apparent that there are sufficient work hours available for a full-time position on a regular and on-going basis, or that there is an imbalance in the ratio of floaters, adjustments will be made.

ARTICLE 3 – TIME CLOCKS

3.01 Whenever possible, the Employer shall install time clocks at locations where employees report for work. Each employee shall have an electronic time card and shall swipe in and out in a timely manner. Electronic time cards must be swiped or time recorded, by the employee named on the card only.

3.02 If time clocks are destroyed or inoperable, the employees shall write in time and have such time initialed by an Employer representative.

3.03 While swipe type machines are utilized to record time, the Employer agrees that, upon request of an employee, the Employer will provide employees with a daily or weekly record as requested by the employee.

ARTICLE 4 – NO STRIKE OR LOCKOUT

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

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

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

ARTICLE 5 – HOLIDAYS

5.01 The following ten (10) days are holidays:

January 1
Martin Luther King Day
Washington's Birthday (Third Monday of February)
Memorial Day (Last Monday of May)
July 4
Labor Day (First Monday of September)
Thanksgiving Day

Christmas Day
Two (2) Floating Holiday(s)

5.02 Floating holidays and requests for single day vacation will be selected by employees upon completion of the vacation selection process and subject to the same limitations applicable for vacation selection. After the selection process, requests for scheduling a floating holiday and single day vacation will be granted in the order they are received provided the number of employees off on vacation are below the minimum vacation ratios, including those on floating holiday and single day vacation and further provided the employee gives at least seven (7) days notice to the Employer, unless mutually agreed otherwise. Requests to schedule a floating holiday or single day vacation after the vacation selection process with less than seven (7) days notice are subject to the Employer's operational needs. Floating holidays may be cashed out by employees at the completion of the calendar year.

5.03 All employees with seniority shall be paid for all holidays. If a holiday occurs during an employee's vacation, the employee shall receive holiday pay in addition to vacation pay and may have the option to take either the last scheduled day before or the first scheduled day after the vacation as a non-paid makeup day. In order to be eligible for holiday pay, employees must work their last scheduled workday immediately preceding and their first scheduled workday immediately following the holiday, as well as the holiday if scheduled, unless excused. Employees on layoff or unpaid leave of absence are not eligible for holiday pay.

5.04 No work shall be performed on Thanksgiving Day, Christmas Day and January 1, unless such work is necessary in roll off or commercial lines of business as a result of specific customer request. If such work is necessary, it will be offered to senior employees in the applicable line of business. In the event there are insufficient volunteers, the work will be assigned to employees on an inverse seniority basis and paid at the double-time rate of pay. If a holiday that is not worked falls on an employee's normal workday and is not worked by the employee, the following Saturday [first (1st) 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 time and one-half (1-1/2) rate of pay.

5.05 All eligible employees working a 5/8 schedule shall receive eight (8) hours of holiday pay and all eligible employees working a 4/10 schedule shall receive ten (10) hours of holiday pay for each of the ten (10) above-listed holidays, including floating holidays. Work performed on holidays shall be compensated at the straight-time rate, with the exception that all work on Thanksgiving Day, Christmas Day and New Year's Day and overtime on other holidays shall be time and one-half (1-1/2). Further, any employee forced to work on Thanksgiving Day, Christmas Day and New Years Day shall be compensated at the double-time rate of pay. All holiday work carries an eight (8) hour guarantee if on a five (5) eight (8) shift and ten (10) hour guarantee if on a four (4) ten (10) shift.

5.06 For employees who commence work on one calendar day and end work on the following calendar day, a holiday will be deemed to commence at the start of the employee's regularly scheduled shift on the day of the holiday.

ARTICLE 6 – HOURS OF WORK/OVERTIME

6.01 Full-time seniority employees shall be guaranteed five (5) consecutive days of eight (8) consecutive hours, [four (4) days with two (2) consecutive days off (one being Sunday) if

ten (10) hour shifts are assigned] and forty (40) hours per week Monday through Saturday (5/8's), when work is available. All time actually worked over forty (40) hours in any workweek and/or eight (8) hours in any day (10 hours if a 4/10 workweek) shall be compensated at time and one-half (1-1/2) provided, however, for employees who are eligible for holiday pay but are not scheduled to work due to the holiday, on Martin Luther King Day, Washington's Birthday, Memorial Day, July 4, and Labor Day "hours actually worked" shall include the eight (8) hours of holiday pay on these holidays. Overtime and premium pay shall not be compounded or pyramided.

6.02 Meal Periods: Employees who are scheduled to work more than five (5) hours in a day shall be allowed an unpaid meal period of at least thirty (30) minutes between their second (2nd) and fifth (5th) hours of work. Upon written request to and granted by the Employer, Employees may voluntarily waive their meal period. (Such requests will not be unreasonably denied) employees who are scheduled to work three or more hours longer than their regularly scheduled work shift shall be allowed a second (2nd) unpaid meal period of at least thirty (30) minutes. Upon written request to the Employer, an employee may voluntarily waive this second (2nd) meal period. If an employee is eligible for a second (2nd) meal period, the employee must be allowed to take such second (2nd) meal period as near as possible to the midpoint of the additional work period that follows their regularly scheduled shift. The parties agree that applicable state law applies to the waiver of employee meal periods.

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

6.03 All Sunday work and work on the sixth (6th) consecutive day [fifth (5th) and sixth (6th) consecutive day if four (4) ten (10) hour shifts are being worked] is time and one-half (1-1/2) with an eight (8) hour guarantee. Shifts shall be posted. Seniority principles apply, provided the employee is qualified on the equipment and has familiarized himself/herself with the assignment. Exception: the guarantees in subsections 6.01, 6.03 and 6.07 shall not apply in cases of 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, or where the employee leaves work of his/her own volition (without prior approval), in which case the employee will be paid for time worked etc.] or when the employee is tardy and his scheduled assignment has already left for the routes. Further, the guarantee in subsection 6.03 shall be reduced to four (4) hours for special pick-ups.

6.04 A. Employees assigned to a 5/8 work schedule will receive double time after eleven (11) hours of work. Further, roll off drivers during the period of May through September shall receive double time after twelve (12) hours of work per day. All other months Roll off drivers shall receive double time after eleven (11) hours per day.

B. Employees assigned to a 4/10 work schedule will receive double time after twelve (12) hours of work.

6.05 Before requiring employees to work Sunday work or work on the sixth (6th) consecutive day [fifth (5th) and sixth (6th) consecutive day if four (4) ten (10) hour shifts are being worked], the Employer shall request volunteers among employees qualified on the equipment on a seniority basis. If there are insufficient employees qualified on the equipment who volunteer, the Employer shall fill the extra weekend work in inverse seniority order.

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

6.06 Employees leaving the premises prior to completion of their regular shift and punching out shall be considered as off the payroll, regardless of payments made for unworked time, and shall hold the Employer harmless for any contingencies arising while off the payroll.

6.07 Employees taking out a vehicle shall receive a full day's pay, except as provided in Section 6.03. Any employee who timely reports for a shift, pursuant to instructions, shall be paid for one-half (1/2) day. Except for weather emergencies or other factors beyond the Employer's control, in which case a two (2) hour guarantee shall apply. 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 canceled. The Employer shall make that information available on the message center at least two (2) hours before shift starting time and when the Employer does so the two (2) hour guarantee will not apply. Employees who miss hours of pay because of weather emergency cancellations may use accrued vacation pay, sick pay (which shall not result in an attendance occurrence) or floating holiday pay to make up those hours.

ARTICLE 7 – VACATIONS

7.01 A. Employees with seniority shall receive paid vacations as follows:

One (1) week (40 hours) after one (1) year
Two (2) weeks (80 hours) after two (2) years
Three (3) weeks (120 hours) after eight (8) years
Four (4) weeks (160 hours) after fifteen (15) years
Five (5) weeks (200 hours) after twenty (20) years

B. An employee shall accrue a year of service under this Section only for those years (i.e., anniversary date of seniority to anniversary date), in which he/she works more than one thousand five hundred (1,500) hours.

7.02 Vacation periods shall be established by the Employer within the following job groups and selected according to seniority: Residential, Commercial, and Roll Off. Dispatchers will be treated as a separate job group. Earned vacations must be taken within twelve (12) months. However, employees may carry over forty (40) hours of vacation per year into the following year, to a maximum of eighty (80) hours. The minimum number of employees that may be on vacation from each job group at any time shall be based on the following formula: 1-30 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, each employee will be limited to selecting a maximum of two (2) weeks vacation until all other employees have had the opportunity to make their selection. However, employees with five (5) or more weeks of vacation may not select more than three (3) weeks until every employee has had an opportunity to make a selection.

Employees have the option to cash out any accrued vacation on their Anniversary Date each year, provided they actually take at least two (2) weeks of vacation during their vacation year.

7.03 Employees separated from employment for any cause after one (1) year of service shall be paid, pro-rata, according to vacation earned up to the time of separation, except for employees who resign without two (2) weeks advance notice.

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

ARTICLE 8 – UNIFORMS

8.01 The Employer will furnish, maintain and pay for uniforms, personal protective equipment and tools (e.g., flashlights, batteries, clipboards, pens, paper) to the extent they are required by the Employer. Employees must wear required uniforms provided by the Employer, as well as required personal protective equipment. The Employer shall supply a lighter weight (e.g. cotton, etc.) uniform for summer and heavier weight uniform for winter. Employees may purchase other Company approved apparel as they become available through the Company Uniform program. Employees shall be dressed in uniforms before clocking in. 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.

8.02 Employees shall receive a boot reimbursement allowance of up to \$150, each year, provided the employee turns in an original receipt, (itemized if available) for the Employer to copy then return to the employee.

8.03 Photo identification badges must be worn if required by the Employer.

ARTICLE 9 - CARRYING CANS

9.01 The Employer shall furnish cans, as required, that do not leak.

ARTICLE 10 - SCALE OF WAGES

10.01 Classifications and Rates of Pay.

Driver: Current	4/1/10	10/1/10	4/1/11	10/1/11	4/1/12	4/1/13
\$26.29	\$26.79	\$27.29	\$27.54	\$27.79	\$28.14	\$28.44
	(0.50)	(0.50)	(0.25)	(0.25)	(0.35)	(0.30)

Lead Driver/Dispatcher: (See Section 10.04, below.)

10.02 Employees shall be paid at least every two (2) weeks, with an established regular schedule of paydays.

10.03 New employees shall be paid seventy percent (70%) of the above rates during the first one thousand (1,000) hours worked. During the next one thousand (1,000) hours worked [up to two thousand (2,000) hours worked] employees shall receive eighty percent (80%) of the above rates. During the next one thousand (1,000) hours worked [up to three thousand (3,000) hours worked] employees shall receive ninety percent (90%) of the above rates. Thereafter, employees shall receive 100%.

10.04 Lead Drivers and Dispatchers. Lead Drivers and Dispatchers are members of the bargaining unit and covered by the terms of this Agreement. At all times they shall receive more than driver's scale. Lead Drivers and Dispatchers shall not participate in formal discipline (e.g., written warnings, suspensions, or discharge) on other bargaining unit members. Current Working Foremen at the execution of this Agreement will be red-circled as Lead Drivers and entitled to receive all wage/benefit increases in this Agreement.

10.05 The Employer may assign to persons outside the bargaining unit work related to the initial distribution of toters, if toter service is adopted, or work related to the collection of toters should toter service thereafter be discontinued, as long as all bargaining unit employees are working or offered the work.

10.06 The terms and provisions of this Agreement shall prevail at all times and the payment of any money or benefit or incentives such as safety or quality improvement in addition thereto shall be at the discretion of the Employer. Institution of an incentive does not guarantee its continuity by the Employer.

10.07 Employees who are injured on the job and eligible for worker's compensation benefits may be assigned "light duty" work within their physical limitations as approved by the physician. They shall be paid at sixty percent (60%) of their normal wage rate and the benefit provisions of this Agreement shall apply. If sixty percent (60%) is less than their entitlement through worker's compensation (L&I), the difference will be paid as part of the state worker's compensation program.

10.08 Toll Bridge and Ferry Fees: The Employer agrees to make all suitable arrangements in advance to ensure that the drivers can service all customers on their routes on a daily basis.

ARTICLE 11 - WORKING CONDITIONS

11.01 Boxes, cans or pieces exceeding sixty-five (65) pounds need not be physically dumped after the customer has been notified on the first occasion (e.g. tagged) unless the driver is provided bargaining unit assistance. Employee shall notify the Employer so appropriate action may be taken. The Employer and Union both agree to attempt to influence regulating entities to restrict the use of oversize containers by customers.

11.02 In the event of truck breakdown and employees await replacement, time shall continue at regular scale with overtime as specified in this Agreement. Wait time shall be considered time on the job, but only if the driver remains with his vehicle, unless otherwise instructed. The driver is required to perform vehicle maintenance and clean-up to the extent possible during wait time.

11.03 All book and record keeping, when required by the Employer, shall be on the Employer's time. The employee may make a copy of the VCR report and have access to the Employer's copy machine for that purpose. Employees will, upon request, be provided reasonable access to review cover/activity sheets of the route book. Employees failing to accurately complete required book and record keeping are subject to discipline.

11.04 All employees who are required to attend meetings shall be paid at their applicable rate.

11.05 All safety kits and safety equipment are to be mounted on trucks and checked by the employees. Driver shall be responsible for safety kit and safety equipment, and is responsible for loss of same while on duty. However, the driver will not be responsible for loss in the event the kit or equipment is stolen through no fault of the employee. Shortages will be timely supplied by the Employer. Employees must maintain safety kits and safety equipment and must report safety-related issues to their supervisor immediately.

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

11.07 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, 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 Article 24.04 regarding termination of seniority and employment.

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

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

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

ARTICLE 12 - HEALTH AND WELFARE, DENTAL AND VISION BENEFITS

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

12.01.1 **HEALTH AND WELFARE** – Effective April 1, 2010, the Employer agrees to pay \$1108.95 per month for the below listed plans:

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

Teamster-Life Insurance

12.01.2 The Employer agrees to pay the following additional amounts for the above listed plans, and also agrees to maintain the total cost of the RWT Plus Plan in Section 12.01.4 below:

Effective January 1, 2011, the Employer agrees to pay an additional \$133.07 per month for the above listed plans.

Effective January 1, 2012, the Employer agrees to pay an additional \$136.62 per month for the above listed plans.

Effective January 1, 2013, the Employer agrees to pay an additional \$151.65 per month for the above listed plans.

Effective January 1, 2014, the Employer agrees to pay an additional \$168.33 per month for the above listed plans.

12.01.3 Any unused portions of the above listed negotiated caps shall be diverted to pension, to be used as outlined in Section 13.05 below or health & welfare in the following manner: Effective January 1, 2011, leftover monies if any, shall be rolled over and added to the amounts listed in January 1, 2012 and shall be available for any increases in health & welfare and pension as outlined in Section 13.05 below.

Effective January 1, 2012, any leftover monies shall be rolled over and added to the amounts listed in January 1, 2013 and shall be available for any increases in health & welfare and pension as outlined in Section 13.05 below.

Effective January 1, 2013, any leftover monies shall be rolled over and added to the amounts listed in January 1, 2014 and shall be available for any increases in health & welfare and pension as outlined in Section 13.05 below.

Unused amounts, if any, at the end of the contract term shall be rolled into and become part of any successor Agreement.

12.01.4 Employees will pay a total of \$30.00 per month in a lump sum pre-tax payroll deduction for this Health and Welfare Package for the entire term of this Agreement regardless of the increase in the Employer's contribution in succeeding years, unless the Employer's contribution in a particular year is insufficient to cover increases required by the Trust, in which case the employees will pay the difference in a lump sum pre-tax deduction.

12.01.5 RETIREE'S HEALTH AND WELFARE – Effective April 1, 2010, the Employer agrees to pay \$84.85 per month to the Teamsters RWT Plus.

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

Effective January 1, 2012, the Employer agrees to pay any increase in cost to maintain the RWT plus Plan for the duration of this Agreement.

(NOTE: The five hundred twenty (520) compensable hour waiting period referenced in Section 12.01 above, shall not apply to this benefit.)

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

12.03 Should contribution rates charged to the Employer at any time exceed the above amounts, the Employer will pay same and withhold said excess as a lump sum pre-tax deduction from the employee's paycheck.

12.03.1 The Employer agrees to pay any amounts listed in 12.01.5 above to maintain the benefits for the duration of this Agreement. These amounts shall be in addition to and separate from the amounts listed in 12.01.2.

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

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 During the term of this Agreement, if health and welfare benefits provided herein are subject to mandatory modification by the Washington Health Service Act of 1993, or other state or federal regulation, the parties shall enter into negotiations regarding such required modifications.

ARTICLE 13 – PENSION

13.01 Effective April 1, 2006, the Employer shall pay five dollars and thirteen cents (\$5.13), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid, not to exceed forty (40) hours per week.

13.01.1 Effective January 1, 2010, the Employer shall pay six dollars and seventy-six cents (\$6.76), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid, not to exceed forty (40) hours per week.

13.01.2 Effective April 1, 2010, the Employer shall pay six dollars and seventy-cents (\$6.76), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

13.01.3 Effective April 1, 2011, the Employer shall pay a total of six dollars and seventy-six cents (\$6.76), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

13.01.4 Effective April 1, 2012, the Employer shall pay a total of seven dollars and eleven cents (\$7.11), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

13.01.5 Effective April 1, 2013, the Employer shall pay a total of seven dollars and fifty-one cents (\$7.51), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

For probationary employees hired on or after April 1, 2000, the Employer will pay an hourly contribution rate of ten cents (\$.10), including one cent (\$.01) for PEER/80 during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from commencing work in the bargaining unit. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Section for other bargaining unit employees.

13.02 PEER/80. The contributions required to provide the PEER/80 will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER/80 must at all times be sixteen and one-half percent (16.5%) of the basic contribution and cannot be decreased or discontinued at any time.

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

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

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, 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 circumstance shall there be a reduction in the hourly pension contribution rate.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 If an employee with seniority suffers a death in the immediate family, the employee shall receive up to three (3) work days off with pay. The Employer may require proof by death certificate. Additional time off will be available under warranting circumstances and employees may use accrued vacation.

14.02 Immediate family: Spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepchild, grandparents, grandparents-in-law,

adopted son, adopted daughter, grandchildren, foster children, children who are being raised by the employee, and domestic partner as qualified pursuant to Company policy.

ARTICLE 15 – JURY DUTY

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

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

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

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

15.05 No employee with seniority will be required to work within eight (8) hours of having to report for jury duty or after eight (8) hours from the time of reporting for jury duty except as outlined in Section **15.03** above.

ARTICLE 16 – SICK LEAVE

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

16.02 Unused sick leave shall accumulate in a bank to a maximum of four hundred and twenty-five (425) hours. Any accruals above four hundred and twenty-five (425) hours shall be paid off on the first payday in December at seventy-five percent (75%) of the employee's straight-time hourly rate. The bank shall be available for future use. Sick leave shall be deducted from the bank on an hourly basis. Benefits for days off must be for eight (8) hours for 5/8 shifts and ten (10) hours for 4/10 shifts and must be for scheduled workdays.

16.03 Employees collecting Worker's Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Worker's Compensation benefits are less than the amount of sick leave otherwise provided, employees shall, in addition to Worker's Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received, by deducting from the bank the hours required to make up the difference. The daily total of sick leave pay under this Section, and disability payments provided by the Health and Welfare Plan under Article 12, shall not exceed the wage scale in Article 10.

16.04 Once an employee's doctor notifies the Employer that he/she has been released to return to work, the Employer reserves the right to have the employee examined by a doctor of its own choosing at the Employer's expense. Upon receiving the written return to

work release from the employee's doctor, the Employer shall have three (3) working days to determine whether to reinstate the employee or send the employee to the Employer's doctor.

If the two (2) doctors disagree, the two (2) doctors shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision shall be final and binding on the Employer, the Union and the employee and not subject to the grievance procedure. Neither the employer nor the Union will attempt to circumvent the decision of the third (3rd) doctor and the expense of the third (3rd) doctor shall be equally divided between the Employer and the employee.

If the third (3rd) doctor agrees that the employee shall be returned to work, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the date of the release by the employee's doctor. It shall exclude any time the employee was not available for examination or work.

16.05 Upon voluntary retirement, the unused hours in the sick leave bank will be cashed out at seventy-five percent (75%) of the employee's straight-time hourly rate.

16.06 LIGHT DUTY – Employees eligible for Light Duty will work during their normal work hours and at their normal domicile, unless mutually agreed to otherwise.

ARTICLE 17 – SAFETY AND OVERLOADS

17.01 Equipment. The Employer shall not require employees to operate unsafe equipment or take out unsafe vehicles, or handle hazardous materials in violation of any state, federal, or local laws or regulations.

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

Damaged containers shall be reported by the driver and repaired or replaced as soon as practicable by the Employer but in all cases prior to the next scheduled pick-up where possible. No employee will be disciplined for refusal to pick up a properly reported damaged container.

17.03 Reports. 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. One (1) copy will be kept in the truck.

17.04 Any employee involved in any known accident or in a known accident resulting in physical damage or bodily injury to persons shall immediately report the same to his/her supervisor/manager (or designee, if not available). All other known incidents shall be reported not later than the end of the day on which it happened.

17.05 Helpers shall not be permitted to ride or hang onto the rear or sides of the truck while backing. Helpers shall stand in a location where visible by the driver and providing backing assistance.

17.06 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.

17.07 If an employee suffers a suspension or revocation of his 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.

17.08 Safety and Health Committee. The Employer and the Union agree that safety of the employees and the general public is of the utmost importance. To address safety and health issues, the Employer shall establish an ongoing Safety and Health Committee which shall consist of at least two (2) drivers elected by bargaining unit employees. The function of the Committee shall be to address safety and health issues and to make recommendations to the Employer's designated Safety Representative. It shall be the responsibility of the Safety Representative to review recommendations of the Safety Committee, and to advise the Committee of action taken, or to otherwise respond to the Committee regarding such recommendations. If the Safety Committee has any questions regarding the action or response of the Safety Representative, the General Manager shall be notified and shall meet with the Safety Committee.

17.09 It is recognized that lifting containers over curbs, up and down stairs, or moving containers when services and facilities are not being maintained in a reasonably sanitary condition (e.g. greasy enclosures) may create a safety hazard. The Employer agrees to take immediate action to correct these conditions when reported by an employee. Employees will not be required to lift a container with material that is legally prohibited from disposal.

ARTICLE 18 - TRANSFER OF RIGHTS

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

18.02 The Employer shall notify any purchaser, transferee, lessee, or assignee of this Agreement. Such notice shall be in writing with a copy sent to the Union.

ARTICLE 19 - PAYROLL INSPECTION AND UNION VISITATION

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

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

19.03 The Employer will take immediate action to replace a paycheck in cases of shortages over fifty dollars (\$50.00). If less than fifty dollars (\$50.00), the shortage will be corrected in the next paycheck.

Any separate check issued shall be taxed at the employee's regular withholding tax rate.

19.04 Upon request, the Employer will provide a statement of all accrued vacation, floating holidays and/or sick leave hours.

ARTICLE 20 - SUSPENSION AND DISCHARGE

20.01 Warnings, suspensions, or discharges not in accordance with the provisions of this Article are null and void. No employee shall be discharged without the Employer and Union investigating the facts and discussing matters relevant to the contemplated discharge.

20.02 No 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.

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

20.04 Copies of all official warning notices, suspensions (including suspensions pending a discharge decision), or discharges shall immediately be forwarded to the Union by facsimile or in a manner that provides proof of receipt.

20.05 Warning notices not given and suspensions, including suspensions pending a discharge decision, and discharges, except as hereinafter provided, not executed within ten (10) days of any given incident or when the Employer is reasonably charged with knowledge of the incident, but in no event more than sixty (60) days following the incident, except for dishonesty, are null and void. The day of receipt of warning notice, suspension, or discharge as well as days that the employee is on vacation, paid leave or non-disciplinary leave of absence shall be excluded in figuring time. If the tenth (10th) day falls on a Saturday, Sunday or a holiday, or a day either party's business office is closed, the next following normal day of work shall be considered the tenth (10th) and last day. The ten (10) day time period may be extended by mutual agreement between the Union and the Employer. Warning notices given within ten (10) working days of any given incident shall be null and void under the provisions of this Agreement after twelve (12) months. For purposes of calculating twelve (12) months, periods of absences extending more than thirty (30) consecutive days shall not be counted.

20.06 Exceptions. Warning notices are not necessary if the grounds 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 which results in significant property damage or bodily injury; intentionally tampering with a safety device; carrying unauthorized passengers while operating the Employer's vehicles; misrepresentation of any kind related to sick leave; failure to report an accident or injury as required by Section 17.04; gross insubordination; gross abuse of customers or other person or customer abuse resulting in 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. Definition of dishonesty is: stealing time, materials, money, or equipment, and fraud of any kind.

20.07 Whether an employee is suspended or discharged for engaging in any of the acts and conduct described in Section 20.06: Exceptions are solely within the discretion of the Employer unless expressly stated otherwise and the exercise of that discretion is not subject to challenge through the grievance procedure.

20.08 Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment.

20.09 Any employee and/or the Union have the right to file a grievance protesting any warning notice or suspension by submitting a written grievance to the Employer within ten (10) business days of receipt of same, otherwise the right to file a grievance is waived. The day of receipt of warning notice or suspension shall be excluded in figuring time. Business days are defined as Monday through Friday, excluding weekends and holidays. If the tenth (10th) day falls on a day the Union's business office is closed, the next following day shall be considered the tenth (10th) and last day. In the case of suspension pending a discharge decision, if the grievance is not resolved at Step 1 of the Settlement of Disputes procedures, the Employer shall have five (5) working days within which to discharge or take other disciplinary action against the employee with notice to the Union as described in Section 20.04.

20.10 Grievances arising as a result of any such investigation shall be settled in accordance with the provisions of Article 21 - Settlement of Disputes.

20.11 Except as otherwise mutually agreed, suspensions, including suspension pending discharge investigation, shall be served on consecutive business days.

20.12 The Employer agrees that a GPS tracking system will not be used as the sole basis for imposing discipline unless the employee has been previously counseled as a result of the GPS information on that issue within the last eight (8) months. In addition, information from the GPS tracking system will not be used as the sole basis for initiating a route check.

ARTICLE 21 - SETTLEMENT OF DISPUTES

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

21.02 The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration except as otherwise provided in Article 23.

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

21.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance procedure. Employees, whether Union members or not,

shall have no right to complain against the Union unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.

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

21.06 A board or arbitrator shall have no power to add or subtract from or to disregard, modify, or otherwise alter any terms of this or any other written agreement(s) between the Union and the Employer or to negotiate new agreements. Board and/or arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent written agreement(s), if any. Board and arbitrator decisions shall be subject to provisions of applicable existing laws, including court and NLRB decisions.

21.07 Failure to abide by the final decision of a board or arbitrator shall be a violation of this Agreement. The Union and the Employer may, if deemed expedient, seek court enforcement of any final decisions of a board or arbitrator. If either the Employer or the Union fails, refuses, or neglects to abide by a final decision of a board or arbitrator, the Employer or the Union may, without liability therefore, invoke any lawful economic action deemed expedient, either in lieu of seeking court enforcement or contemporaneously therewith and such shall not be deemed a violation of this Agreement.

21.08 Step 1. Grievances must be submitted to the Employer (or to the Union if filed by the Employer) in writing within ten (10) business days of the date of the employee's (Employer's) knowledge of the action giving rise to the grievance and awareness that such action may constitute a grievance, but in no event more than sixty (60) calendar days following the incident, except for dishonesty, or the grievance shall be deemed waived. If the tenth (10th) day falls on a day the Union's business office is closed, the next day the business office is open shall be the final day. Thereafter, the Union and the Employer shall diligently seek to reach a fair informal settlement within fourteen (14) calendar days, unless both parties agree to extend the time limits.

21.09 Step 2. If an informal settlement is not reached at Step 1, the matter shall be submitted, in writing, to the Union by the Employer or to the Employer by the Union, within ten (10) additional business days (in the case of a suspension pending a discharge decision, five (5) business days from the Employer's decision), with a request for a Board of Adjustment hearing. This written submission shall provide a summary of the facts being relied upon to support the grievance, identify the contract section(s) alleged to have been violated, and state the remedy being sought. The Board shall consist of two (2) appointees of the Union and two (2) of the Employer and such appointees shall not act as the presenter. The location of the Board of Adjustment hearing shall be by mutual agreement. It shall have, except as herein otherwise provided, jurisdiction for the duration of the grievance. Compensation, costs, fees or other remuneration, if any, for Board members must be derived solely from the appointing party. Board members, by acceptance of their appointments, agree to the provisions of this Article.

21.10 Step 3. The Board must be created and hold a hearing within thirty (30) calendar days of the Step 3 request, unless extended by mutual agreement. The hearing shall not be public. The Union and the Employer may be represented as desired.

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

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

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

21.14 Step 4. Either party may request a panel of nine (9) Washington and Oregon arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association during the Step 2 or Step 3 process, or at any time thereafter, from which an arbitrator will be selected, if arbitration becomes necessary. If the Board has failed to agree on disposition, the Board members shall sign a statement to that effect prior to disbanding. Either party has the unilateral right to submit the matter to arbitration. The party desiring arbitration must so notify the other party within twenty (20) calendar days of the Board's decision and concurrently request a panel of arbitrators from the FMCS or AAA unless either party has already taken that action, or waive its right to take the matter to arbitration.

Unless the parties are otherwise able to agree on selection of an arbitrator, an arbitrator shall be selected from the FMCS/AAA panel within five (5) days of its receipt or the request for arbitration, whichever is later, by each party alternately striking a name until one is left. The party requesting a panel of arbitrators from the AAA shall be responsible for any fee charged for that service.

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

21.16 Step 6. At the conclusion of the hearing(s), an oral decision may be rendered. Within thirty (30) days of the termination of the hearing(s), the arbitrator shall render a final typewritten decision which shall be dated and which shall include orderly and concise Findings of Fact. Copies of the final decision shall, in duplicate, be furnished to the Union and the Employer and the original shall be delivered to the Union for filing and preservation. The arbitrator shall have the power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the Employer.

21.17 Fees and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, each party shall pay its own expenses, and the arbitrator's fees shall be evenly shared. If the Union and the Employer agree that a shorthand, stenotype, or other reporter shall take the proceedings, the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or the Employer provides their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. Each party will be responsible for their own attorney or representation fees.

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

21.19 The arbitrator agrees, by accepting the provisions of arbitrator, to abide and be bound by the provisions of this Article.

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

ARTICLE 22 - UNIT WORK PRESERVATION

22.01 The work of the bargaining unit must be performed only by employees belonging to said unit.

22.02 Except as otherwise provided in this Agreement, the Employer must not make unilateral changes in wages, hours, or other terms and conditions of employment of bargaining unit employees.

22.03 No bargaining unit work may be assigned or contracted out or away without written Union approval, except as may be required to comply with any law or government regulation; however, the Employer agrees to exercise this limited right in a manner which will result in the least adverse impact on the bargaining unit employees.

ARTICLE 23 - SAVINGS CLAUSE AND DEREGULATION

23.01 Should any Article, Section, or provision of this Agreement or Letter(s) of Understanding be rendered invalid or compliance therewith restrained, the application of other Articles, Sections, or provisions shall not be affected thereby.

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

23.03 If the disposal industry, is deregulated during the term of this Agreement, or if the authority of the WUTC to regulate garbage collection and set rates is altered or transferred to any other government instrumentality, body, or agency or if additional WUTC franchises or permits are issued to other companies, and this impacts the competitive nature of the disposal industry as it existed on March 30, 1991, or if prevailing rate requirements are removed from contracts bid by the Employer or are reduced below the wages and conditions set forth in this Agreement, the Union agrees to renegotiate wages, hours, and working conditions upon request of the Employer. If within thirty (30) days from such request the parties are unable to agree upon the modifications required and it becomes necessary for the Employer to immediately reduce wages or to alter hours or working conditions in order to remain competitive or to match prevailing rates, it may do so pending resolution of new contract terms.

In the event the parties are unable to agree upon the nature and amount of any modifications required, the issues in dispute shall be submitted to a neutral arbitrator for determination according to the procedures set forth in Sections 21.14 through 21.18.

ARTICLE 24 - SENIORITY

24.01 Seniority prevails for regular employees after a probationary period of five hundred and twenty (520) straight-time hours of actual work. Seniority shall date back to the first day worked in the probationary period. Prior to 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 21. The probationary period may be extended an additional one hundred (100) hours of actual work with the mutual agreement of the Employer, Union and affected employee, in writing. Probationary employees must be worked according to date of hire if physically present at start of shift and qualified for the assignment.

24.02 Employees transferring into this Agreement as an employee with seniority in the residential line of business from the Employer's Collective Bargaining Agreement with Teamsters Local Union No. 117 will be subject to a trial period of five hundred and twenty (520) straight time hours of actual work under this Agreement. During their trial period, transferred Teamsters Local Union No. 117 employees will have access to the grievance procedure for discipline, but during the trial period may not grieve return to the Teamsters Local Union No. 117 Collective Bargaining Agreement. Their hours of work under the Teamsters Local Union No. 117 Collective Bargaining Agreement will be credited for benefit accrual/eligibility purposes under this Agreement, with the exception of Health and Welfare, Dental and Vision benefits under Article 12. The Employer will continue to make payments on behalf of the transferred employee to the Health and Welfare, Dental and Vision benefits under the Teamsters Local Union No. 117 Collective Bargaining Agreement until the employee has completed the trial period under this Agreement. Commencing the first of the month following completion of the trial period, the Employer will make contributions on behalf of the employee under Article 12 of this Agreement without any further waiting period. The transferred employee's hourly wage rate will be their former wage rate under the Teamsters Local Union No. 117 Collective Bargaining Agreement or the 80% break-in rate, whichever is higher.

24.03 Only in unusual circumstances and after exhausting Local 174 Floaters, the Employer may use employees from the recycle bargaining unit to fill in for vacancies caused by absences (e.g., illness or vacation). In this event, the Employer shall provide the recycle bargaining unit employee the wage rate, Retiree's Health and Welfare and pension contributions of this Agreement, but the recycle bargaining unit employee will not be entitled to Health and Welfare, Dental and Vision benefits under this Agreement. Except as provided above, the Employer will continue to remit Health and Welfare, Dental and Vision contributions per the recycle bargaining agreement.

24.04 Employment and seniority shall be broken by retirement, voluntary quit, termination, no call/no show for three (3) consecutive days, long term layoff status for twelve (12) consecutive months. Seniority may be extended by mutual agreement. Seniority shall prevail in all layoffs, recalls and rehires. Employees who are not immediately qualified will be provided a thirty (30) day training/trial period.

24.05 Probationary employees and Teamsters Local Union No. 117 Floater employees shall not be employed to deprive employees with seniority of regular work.

24.06 When an employee is transferred to the Employer from another Rabanco Company which has an agreement with the Union, the Employer and the Union shall decide through mutual agreement about the employee's position on the seniority lists at the Employer to which the employee transfers to/from.

24.07 When a seniority employee is on layoff status, his/her seniority shall apply to all additional staffing needs of the Employer for work covered by this Agreement. It is agreed that the forty (40) hour guarantee is waived unless the employee is full-time. Probationary and Teamsters Local Union No. 117 Floater employees may not be used to deprive laid-off seniority employees of available employment. A laid-off employee, with seniority will always be worked first before probationary employees. When the Employer has at least twenty-four (24) hours' advance notice that work will be available, the Employer will attempt to contact the laid-off seniority employee and notify him/her of such availability. Any refusal to work will subject the employee to the provisions of Article 20 - Suspension and Discharge. However, if an employee is on Long Term layoff [more than thirty (30) calendar days], he/she shall be given up to ten (10) working days to report for work after notice is received. The Employer may terminate an employee on Long Term layoff who does not report within that time.

24.08 Long Term Layoff: Long term layoffs are those that result from a reduction in force. The Employer shall lay off the most junior employee(s) in the affected bargaining unit. If the employee laid off was previously transferred from the Teamsters Local Union No. 117 Collective Bargaining Agreement, the employee may return to that Agreement in accordance with the provisions of that Agreement. Recall will be in the reverse order of layoff and laid off employees will retain their recall rights so long as seniority is not broken. In the event of a long term layoff, the remaining employees in the affected bargaining unit shall re-bid all positions based upon seniority.

24.09 When employees choose to accept a position in management, their bargaining unit seniority shall be forfeited.

ARTICLE 25 - EMPLOYER AND UNION RESPONSIBILITIES

25.01 The Employer retains all the customary, usual, inherent and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the facility or any part of it. The Employer's exercise of these rights shall be subject to the terms and conditions of this Agreement.

25.02 The exclusive rights, prerogatives, functions and authority retained by the Employer shall include, but are not limited to the following:

- A. To decide the nature of equipment, methods or processes used, to introduce new equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery, methods or processes;
- B. To maintain efficiency of operations and reduce costs;
- C. To establish, revise and implement reasonable standards of hiring, safety, materials, equipment, methods and procedures;
- D. To determine the number of employees, including the number of employees assigned to any particular operation, classification or shift;
- E. To determine when overtime shall be worked and limit overtime when necessary; subject to provisions on length of the workday and overtime;
- F. To assign and distribute all work, including the right to alter, modify or combine routes;
- G. To direct the working force in the performance of their work assignments, including the assignment of jobs and equipment, promotions and demotions;
- H. To establish and enforce reasonable work and safety rules for all employees, and to change and/or modify work and safety rules with advance notice to the employees and Union; and
- I. To take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators.

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

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

25.05 The Employer recognizes the Union's right to appoint shop stewards. Shop stewards may pass out proposed official Union written instructions and deliver routine oral instructions. Business agents have authority over shop stewards.

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

The Shop Steward shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to investigate,

present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Stewards will be paid for time spent in meetings under this Article which occur during the steward's regular working hours. Such time spent during the Shop Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Shop Steward.

25.07 Shop stewards have no authority to establish policy or negotiate or approve labor agreements or alterations or amendments thereto. Shop stewards have no independent authority to settle disputes, to initiate or implement slow-downs, work stoppages, or economic persuasion, or to interfere with production.

25.08 Shop stewards may be disciplined by the Employer for violation of these restrictions.

25.09 Employees shall be provided access to their personnel files within five (5) days of submitting a written request.

ARTICLE 26 - ECONOMIC PARITY

26.01 During the term of this Agreement, should any other sanitation company obtain more favorable economic terms and conditions in a contract with Local Union No. 174, the Employer may serve upon the Union thirty (30) days' notice of implementation of the more favorable economic terms and conditions. During the thirty (30) day period, the Employer shall grant the Union ample opportunity to negotiate over the proposed implementation and its effects.

26.02 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 27 - DRUG AND ALCOHOL TESTING

27.01 All employees shall abide by the terms of the Company's Alcohol and Drug Free Workplace and Substance Abuse Policy, which had been distributed to all employees. This policy may be amended from time to time by the Employer to either maintain compliance in the Employer's discretion with federal, state or local regulations or as may be necessitated by business operations. Any such changes will be binding on the employees covered by this Agreement. The Employer must provide copies of any such changes to the Union and employees at least thirty (30) days prior to implementing such policies.

27.02 The Union reserves the right to grieve any aspect of testing procedures in an individual case, including whether the decision to test a particular employee was proper and whether the test was properly conducted.

ARTICLE 28 - LEAVE OF ABSENCE FOR UNION BUSINESS

28.01 Union Leave. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

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

ARTICLE 29 - TEAMSTERS SUPPLEMENTAL INCOME PLAN

29.01 Unless restricted by law, the Employer agrees to participate in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirements of the 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 execution of the Plan 1 Subscriber Agreement; and
- (b) The timely payment of that portion of their wages that the employees will have to pay into the Plan.

ARTICLE 30 - NON-DISCRIMINATION

30.01 The Employer, Union and employees agree not to unlawfully discriminate against any unit employee with respect to compensation, terms, conditions, or privileges of employment because of race, religion, age, sex, marital status, disability, national origin, sexual preference, or for any other reason proscribed by law. However, nothing in this Agreement shall preclude compliance with the Americans With Disabilities Act; provided, however, exercise of this provision shall be subject to the grievance process described in this Article to the extent it conflicts with the express terms of this Agreement.

ARTICLE 31 - ATTENDANCE AND TARDINESS POLICY

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

<u>Occurrence</u>	<u>Discipline</u>
First	Verbal Warning
Second	Verbal Warning
Third	Verbal Warning
Fourth	Written Warning
Fifth	Written Warning

Sixth
Seventh
Eighth

Final Written or Suspension
Suspension
Termination

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

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

31.04 Employees will be allowed to punch in up to fifteen minutes before their start time, with the understanding that no work will be expected prior to the start time and will not be counted toward DOT work hours.

31.05 Employees who neither show up for work nor call their supervisor will be issued 1-1/2 occurrences. Employees who show up for work and work less than one-eighth (1/8) of their shift, twice in a twelve (12) month period, will be issued one occurrence.

31.06 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.

31.07 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.

31.08 Employees off work due to an illness or injury must notify the Company daily, 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.

31.09 Any employee that does not receive any occurrences during any six-month period (once a six month credit is achieved the next period starts from that date) 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.

31.10 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 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.

31.11 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.

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

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

31.14 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 such meetings can be held in a calendar year.

FOR THE COMPANY:

Rabanco Ltd. d/b/a Allied Waste Services of Bellevue, Allied Waste Services of Seattle, Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (Employees at each Company comprise separate units).

By: 
PETE KELLER, Area President

Dated: 4 JUN 10

FOR THE UNION:

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

By: 
RICK HICKS, Secretary-Treasurer

Dated: 6/3/10

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between Rabanco Ltd. d/b/a Allied Waste Services of Bellevue, Allied Waste Services of Seattle, Allied Waste Services of Kent, and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (hereinafter collectively referred to as the "Employer") and General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter "the Union"). The Employer and Union agree as follows:

1. While the Rabanco Ltd. d/b/a Allied Waste Services of Kent, and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal bargaining units are separate, the Company and Union agree that the Company may make day to day operations decisions as necessary for efficiency of operations.
2. For vacation scheduling purposes, the commercial and roll off groups will be combined at Rabanco Ltd. d/b/a Allied Waste Services of Kent, and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal. In the event the combined group at either facility reaches 20 or more, it will be separated in accordance with the provisions of the Vacation Article.
3. Current Container Delivery employees will be red-circled at their current rate and will receive all contractual wage/benefit increases provided to the Driver classification for the life of this Agreement. The wage rate for new Container Delivery employees, whether new hires, transfers from Teamsters 117 or bidders from Teamsters 174 will be \$20.80 effective April 1, 2010, and as increased by contractual wage increases provided to the Driver classification for the life of this Agreement.
4. Rabanco Ltd. d/b/a Allied Waste Services of Bellevue Only: For the purpose of fulfilling King County drop box locations, the Employer may contractually be able to adjust an employees' five (5) day consecutive work week to cover Saturday and Sunday work at the straight time rate for said employee on the above mentioned shift. The Employer may add up to two additional boxes per route per day besides King County drop boxes in order to fill out the employee's work day. All other hours of work provisions shall apply. This Letter of Understanding shall be binding on the parties' successors and assigns, if any.
5. Subject to written agreement with Teamsters 117, employees subject to a long term layoff who did not progress through a Teamsters 117 Agreement with the Company, will be entitled to bump the least senior employee working in the Teamsters 117 Agreement that acts as a feeder into the employee's bargaining unit, based upon date of hire seniority.**FOR THE COMPANY:**

Rabanco Ltd. d/b/a Allied Waste Services of Bellevue, Allied Waste Services of Seattle, Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (Employees at each Company comprise separate units).

By:



PETE KELLER, Area President

Dated:

4 JUN 10

FOR THE UNION:

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

By: *Rick Hicks*
RICK HICKS, Secretary-Treasurer

Dated: 6/3/10