

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

Rabanco Ltd. dba Allied Waste Services of Bellevue

 Employer Name
 1600 127th Ave NE

 Address
 Bellevue WA 98005

 City State Zip Code

Teamsters Local Union No. 763

 Labor Organization (Union) Name
 14675 Interurban Avenue S., Suite 305

 Address
 Tukwila WA 98168

 City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2013 to: December 31, 2016

New Account Renewal — Account No. 126172 Approximate No. of Covered Employees 2

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)				<u>Monthly Rate</u>		
Medical Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> Z	\$ 1,038.65	
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent				\$	
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent					
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	<input checked="" type="checkbox"/> E - \$500	<input type="checkbox"/> A - \$400	<input type="checkbox"/> B - \$300	<input type="checkbox"/> C - \$200	<input type="checkbox"/> D - \$100	\$21.00
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only				\$11.40	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical				\$	
Dental Plan	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		\$130.50	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental				\$	
Vision Plan	<input checked="" type="checkbox"/> EXT				\$14.90	
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision				\$	

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

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

Contributions above are effective (month, year) February, 20 2013 based on employment in the prior month.

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer [Signature]
 Title/Assn Vice Pres. Gen. Mgr. Date 4/30/13

For Union [Signature]
 Title SEC. TREAS. Date 5-3-13

**RABANCO Ltd. dba
ALLIED WASTE SERVICES OF
BELLEVUE/REPUBLIC SERVICES OF
BELLEVUE
(Bellevue Facility)**

And

**PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763**

January 1, 2013 – December 31, 2016

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AGREEMENT

By and Between

**RABANCO Ltd. dba ALLIED WASTE SERVICES OF
BELLEVUE/REPUBLIC SERVICES OF BELLEVUE
(Bellevue Facility)**

And

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES
AND DRIVERS LOCAL UNION NO. 763**

THIS AGREEMENT is by and between **RABANCO Ltd., dba ALLIED WASTE SERVICES OF BELLEVUE/REPUBLIC SERVICES OF BELLEVUE** FOR ITS FACILITY LOCATED AT 1600 127TH Ave. NE, Bellevue, Washington, hereinafter referred to as the Company or Employer, and **PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION AND UNION MEMBERSHIP

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees who job classifications are set forth within Appendix “A” of this Agreement.

1.2 Union Membership – It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of this Agreement is made retroactive, the words “execution date” shall be substituted for the words “effective date” in the foregoing Union Membership Clause. “Good standing” shall mean that an employee is current in his/her monthly dues and initiation fees.

1.3 Upon receipt of a properly executed authorization card, the Employer agrees to deduct all regular union dues, initiation fees, and assessments from the employee’s pay that are required to maintain the employee in good standing in the Union. The Union will notify the Employer of the amounts to deduct, and the liability of the Employer will be limited to these amounts. Such deductions shall be taken from the first payroll period of the current month and shall be transmitted to the Union prior to the last day of each month.

1.4 Upon written notice from the Union of failure on the part of any individual to complete application in the Union as above required, or failure to continue payment of dues to the Union, the Employer shall, within ten (10) days of the receipt of such notice, discharge said employee. The Union agrees to set forth in writing the reason for an employee's delinquent status when requesting an employee's discharge and also agrees to provide this written notice to the employee and allow the employee ten (10) days from receipt to bring his or her membership into good standing.

1.5 The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands or suits that arise out of or result from action taken by the Employer for the purpose of complying with this Article.

ARTICLE 2 – HOURS OF WORK, OVERTIME AND PREMIUM PAY

2.1 Hours of Work – Eight (8) hours within nine (9) consecutive hours shall constitute a regular workday and five (5) consecutive, eight (8) hour days [or a regular workday of ten (10) hours within eleven (11) consecutive hours and four (4) ten (10) hour days with at least two consecutive days off] shall constitute a regular workweek, Monday through Sunday. The starting time of an employee's shift shall be determined by the Employer within the hour specified herein. At least 50% of the work schedules will be five (5) consecutive eight (8) hour days with either Friday or Saturday off or four (4) ten (10) hour days with at least two consecutive days off and with either Saturday or Sunday off. Employees shall be notified of schedule changes in writing as soon as practicable. Without mutual agreement, schedule changes shall not begin less than seven (7) calendar days from the date of the written notice to employees.

2.2 Meal Period – An employee shall receive no less than one-half (1/2) hour per day for a meal period which commences no less than two (2) hours or more than five (5) hours from the beginning of his shift. Employees shall receive no compensation for meal periods. Breaks shall be allowed in accordance with Washington State law; however, the mid-morning and mid-afternoon breaks shall be fifteen (15) minutes in duration, provided that the employees promptly return to work.

2.3 Overtime – All time worked in excess of eight (8) hours in any one (1) day [ten (10) hours if assigned to a four (4) ten (10) hour day schedule] or in excess of forty (40) hours in any one (1) calendar week shall be considered overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, including any shift premium. In any week in which a holiday occurs on a regular workday, the work week shall consist of four (4) full eight (8) hour days and all time worked in excess of eight (8) hours in any of the four (4) days shall be considered overtime and paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, including any shift premiums. Overtime and premium pay shall not be compounded or pyramided.

2.3.1 In no event shall the Employer offer an employee time off in lieu of overtime pay.

2.3.2 The Employer may distribute daily overtime assignments in order to maintain an efficient operation and provide expected levels of customer service. The Employer has the right to require overtime work. Scheduled overtime and additional job assignments requiring overtime will be offered to qualified employees by seniority. If there are insufficient volunteers, it will be assigned on an inverse seniority basis.

2.4 Sunday Premium – Unless assigned as a regularly scheduled work day, all time worked on Sunday shall be paid for at two (2) times the employee's regular straight-time hourly rate of pay.

2.5 Night Shift Premium – An employee working on second (2nd) shift (any shift starting between noon and 7:59 p.m.) shall be paid forty cents (\$.40) above his/her regular straight-time hourly rate of pay. An employee working on third (3rd) shift (any shift starting between 8:00 p.m. and 4:59 a.m.) shall be paid forty-five cents (\$.45) above his/her regular straight-time hourly rate of pay. Such premium shall not apply to normal overtime or to employees whose shift normally starts between 5:00 a.m. and 11:59 a.m.

2.5.1 All employees hired by the Employer prior to May 1, 1984, who work a night shift shall receive a ten percent (10%) night shift premium above their regular straight-time hourly rate of pay.

2.6 Lead Person Premium – An employee who is designated by the Employer to serve in a Lead Person capacity or to have charge of a department and/or direction over others shall receive more than their regular straight-time hourly rate of pay under Appendix A.

2.7 Weekly Guarantee – Each regular full-time employee shall be guaranteed a minimum of forty (40) hours of work per week or pay in lieu thereof; provided, however, he/she shall be able and available for work during regularly observed working hours. The weekly guarantee shall not apply where work is not available or where factors beyond the Employer's control disrupt work schedules (e.g., weather emergencies, change of disposal regulations, transfer or disposal site restrictions, etc.), or in the event of discharge, suspension, where the employee leaves the job of their own volition, or work stoppage.

2.8 Report Time – When a full day of work is unavailable, a regular employee is guaranteed a minimum of two (2) hours of work or pay for the day, unless the employee was previously instructed not to report to work or failed to call-in under conditions when a reasonable employee would have call-in (e.g., snow, earthquake, etc.). The Employer meets its obligation to notify the employee if it calls the employee's most recent home telephone number in Company records at least one (1) hour prior to the employee's start time, and either leaves or attempts to leave a message instructing the employee not to report to work.

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

ARTICLE 3 – PROBATION PERIOD AND SENIORITY

3.1 EMPLOYMENT CLASSIFICATIONS

A. Probationary Employee: The probationary period for new employees is seven hundred twenty (720) hours of work. The probationary period may be extended with the mutual agreement of the Employer and the Union, in writing. With the exception of pension contributions, probationary employees are not eligible for any employee benefits, including but not limited to Health and Welfare and Retirees Health and Welfare, paid holidays, bereavement leave, vacations or jury duty, and shall not accrue sick leave. Probationary employees may be terminated or laid off at any time by the Employer at its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over such termination or layoff.

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

3.2 Seniority – Upon completion of an employee’s probation period, he/she shall be assigned a seniority date retroactive to his/her most recent first date of hire and become a regular employee.

3.2.1 The term “seniority” as used herein shall be defined as an employee’s length of continuous service with the Employer from his/her most recent first date of hire.

3.2.2 Seniority shall be the determining factor in work schedule and shift selection as well as layoff and/or recalls from layoff, provided the remaining employees possess the qualifications to perform the work required without further training or a trial period.

3.3 In the event the Employer determines it necessary to reduce the number of employees in a job classification, the employee in such classification with the least seniority shall be laid off first, subject to the ability of the remaining employees to perform the work without further training or a trial period. An employee who has been laid off and who is fully qualified to perform the work of an employee with less seniority may opt to displace such employee.

3.4 In the event the Employer determines it necessary to increase the number of employees in a job classification, the employee qualified for such work and who has the greatest seniority who is eligible for recall from layoff or who has been displaced from his/her classification as set forth herein, shall be given that first opportunity for employment prior to hiring a new employee.

3.5 An employee shall lose his/her seniority and his/her employment shall be broken for the following reasons:

- Discharge for just cause.
- Voluntary quit.
- Layoff of more than nine (9) months duration.
- More than a twelve (12) month continuous absence (illness, injury, etc.)
- Failure to return to work on the first agreed upon scheduled day following a leave of absence.
- No call/no show for three (3) consecutive days.

ARTICLE 4 – WAGES

4.1 The classifications of work and hourly rates of pay for employees covered by this Agreement shall be as set forth within Appendix “A” to this Agreement which by this reference is incorporated herein as if set forth in full.

ARTICLE 5 – HOLIDAYS

5.1 The following days shall be recognized as paid holidays:

New Year’s Day	Labor Day
President’s Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Two (2) Floating Holidays

The floating holidays must be utilized in each contract year or, if not used, will be paid out in the first pay period following expiration of the contract year.

5.1.1 Saturday after New Year’s Day, Christmas Day and Thanksgiving Day shall be paid at the straight-time hourly rate of pay. If a holiday falls on a normal workday, but it cannot be worked because the disposal sites are closed, the following Saturday shall become a normal workday and be paid as straight-time.

5.2 Regular employees shall receive a full day’s pay for a holiday regardless of which day of the week said holiday may be observed. Federal law shall govern the dates of observance for such holidays.

5.2.1 To be eligible for holiday pay, an employee shall have completed the probationary period, worked the last scheduled workday immediately preceding the holiday, the first scheduled workday following the holiday and all assigned hours on the day of the holiday, unless he/she has been excused by the Employer or he/she was absent due to a work related injury.

5.3 In the event a holiday falls on Saturday, the Employer shall have the option of specifying by the Wednesday preceding the Saturday holiday whether Friday shall be a regular workday or regarded as the paid holiday. In the event a holiday falls on Sunday, the following Monday shall be observed as the holiday.

5.4 Holiday Work – When an otherwise eligible employee works on a holiday he/she shall receive a full day’s pay in addition to the holiday pay.

ARTICLE 6 – VACATIONS

6.1 Each year, upon completion of the following years of continuous service, an employee shall receive a vacation with pay in accordance with the following schedule:

<u>TOTAL YEARS OF CONTINUOUS SERVICE</u>	<u>LENGTH OF VACATION PERIOD</u>
1 year	1 week (40 hours) per year
2 years through 7 years	2 weeks (80 hours) per year
8 years through 14 years	3 weeks (120) hours) per year
15 years or more	4 weeks (160 hours) per year

6.2 “Continuous Service” shall be defined as service in the employ of the Employer beginning on the employee’s date of hire and continuing until the date of his/her termination with the Employer, including time actually spent on vacation. An employee shall accrue a year of service under this Section only for those years (i.e., anniversary date of hire to anniversary date) in which he/she works more than one thousand five hundred (1,500) hours. The Employer may prorate vacations for employees with less than one thousand eight hundred (1,800) compensable hours during an employment year. The formula shall be: Divide the compensable hours by two thousand eight (2,080) and multiply it times the full vacation entitlement the employee would otherwise have received.

6.3 Vacation pay shall be calculated on the basis of forty (40) hours at the employee’s regular straight-time hourly rate of pay for each week of vacation earned.

6.4 Termination Benefit – When the continuous service of an employee terminates after having completed no less than twelve (12) months of employment, he/she shall receive a pro-rata portion of the vacation he/she would have otherwise received had he/she fully completed his/her most recent year of employment. Vacation pay shall be computed on a pro-rata basis of the full vacation, which shall be determined by allowing one-twelfth (1/12th) of the employee’s full vacation benefit for each calendar month in which the employee worked eighty (80) or more hours. However, employees who are discharged for just cause or who fail to give two (2) weeks’ notice prior to voluntary termination shall not be eligible for pro-rata vacation benefits under this Section.

6.5 Vacation Schedules – Vacations shall be scheduled by the Employer giving due consideration to the desires of the employees on a seniority basis. Vacation shall be paid at the rate of pay applicable to the employee on his/her anniversary date of employment. If a holiday occurs during an employee's scheduled vacation, one (1) additional day with pay shall be added to the employee's scheduled vacation in recognition of such day. Up to one (1) week of unused vacation can be banked for future use. Any other unused vacation balances will be forfeited unless the Company cancels a previously scheduled and approved vacation, which cannot be reasonably rescheduled within the remaining calendar year in accordance with standard Company policy.

6.6 Employees on vacation will receive their payroll check on their regular payday in the regular manner.

ARTICLE 7 – SICK LEAVE

7.1 Regular full-time employees shall accumulate a maximum of forty-eight (48) hours of sick leave benefits per year on the basis of one (1) hour per forty (40) hours of compensation.

7.2 Sick leave shall be used only for bona fide illness of an employee. Any unused sick leave may accumulate up to a maximum of two hundred twenty-five (225) hours until claimed and used.

7.3 Sick leave shall be compensated at the rate of eight (8) hours pay for each day of qualified sick leave. Any accruals above two hundred and twenty-five (225) hours shall be paid off on the first payday in December at fifty percent (50%) of the employee's straight-time hourly rate.

7.4 Sick leave shall be paid at an employee's regular straight-time hourly rate of pay from and including the first working day of bona fide absence caused by illness or accident. When an employee is taken to the hospital or ordered or required to leave work, benefits shall also commence the first day.

7.4.1 The daily total of sick leave pay under this Section and disability payments provided by the Health and Welfare Plan under Section 10.1, and/or payments provided by the Washington Department of Labor and Industries shall not exceed the employee's normal straight-time earnings.

7.5 Upon voluntary retirement, the unused hours in the employee's sick leave bank shall be cashed out at fifty percent (50%) of the employee's straight-time hourly rate of pay. Voluntary retirement is defined as the date an employee is entitled to retirement benefits under the Teamster Pension Plan or Social Security disability benefits.

ARTICLE 8 – BEREAVEMENT LEAVE

8.1 A regular employee who suffers a death in his/her immediate family shall be allowed three (3) working days off to arrange and attend the funeral or memorial service and shall be compensated for such time lost at his/her regular straight-time hourly rate of pay.

8.2 “Immediate family” shall be defined as a wife, husband, children, stepchildren raised or financially supported by the employee, mother, father, sister or brother, mother-in-law, father-in-law and current step-parents.

ARTICLE 9 – JURY DUTY LEAVE

9.1 A regular employee who is called upon for jury duty in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided, however, he/she shall exhibit to the Employer his/her properly endorsed check and permit the Employer to copy the check or voucher he/she received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received for such service from the amount he/she would have earned at his/her regular straight-time hourly rate of pay for the regular working hours missed while performing such service. The Employer reimbursement is limited to one hundred (100) hours per employee during the term of this Agreement.

9.2 Employees on second and third shifts shall be treated as though on first shift for purposes of this Section.

ARTICLE 10 – HEALTH AND WELFARE/RETIREES HEALTH AND WELFARE

10.1.1 Effective January 1, 2013, based upon the previous month’s hours, the Employer shall pay in to the following employee Benefit Trust Funds, the amounts required on behalf of each employee with seniority that was compensated eighty (80) hours or more in the month preceding the month in which the contribution is due the total of \$1,211.45, for the following benefit package:

Washington Teamsters Welfare Trust (Plan B)	\$1,038.65
Employee Time Loss Plan A \$400/wk	\$16.00
An Additional nine (9) month Waiver of Premium	\$11.40
Washington Teamsters Welfare Trust (Dental Plan A)	\$130.50
Washington Teamsters Welfare Trust (Extended Vision Plan)	\$14.90
	<u>\$1,211.45</u>

Effective February 1, 2013 Time Loss Plan A will be replaced by Time Loss Plan E. The Employer’s total contribution under Section 10.1.1 will be \$1,216.45 based on the previous month’s hours.

Employee Time Loss Plan E \$500/wk	\$21.00
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10.1.2 Effective on January 1st of each year of this Agreement, the Employer agrees to pay any cost increases to maintain the plans specified in 10.1.2 above up to an additional maximum of:

January 1 st 2014 – December 31, 2014	\$147.33/month (\$.85 per hour)
January 1 st 2015 – December 31, 2015	\$147.33/month (\$.85 per hour)
January 1 st 2016 – December 31, 2016	\$156.00/month (\$.90 per hour)

10.1.3 In the event that application of the monthly increases for Health & Welfare cost increases in 10.1.2 above results in unused monies, the unused moneys shall be converted to an hourly amount and evenly split between hourly wage rate increases and pension increases. The annual adjustments shall be memorialized in a Letter of Understanding each year. The amount allocated to increases for Health & Welfare (together with the monthly maximum for the prior year) will represent the Employer's maximum required contribution for the year.

10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) calendar days after the last business day of such month. The Employer shall abide by such rules as may be established by the Trustees of said Benefit Trust Funds to facilitate the determination of the contributions due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

10.2.1 In the event the Benefit Trust Fund is required to take legal action to collect any Employer contributions due under this Agreement, the Employer shall be liable for all necessary legal and court costs.

10.3 In the event there is an increase in premium (after January 1, 2013) necessary to maintain the specified level of benefits, the Employer shall maintain such benefits at the cost determined by the Trustees of the Benefit Trust Fund; provided, however, any increase in premium which exceeds the amounts defined in Section 10.1.2 above shall be paid by the employees through payroll diversion in equal amounts in each payroll period on a pre-tax basis.

10.4 Retirees Health and Welfare – Effective January 1, 2013, based on hours worked in December 2012, the Employer shall pay ninety-four dollars and eighty-five cents (\$94.85) per month/per employee for participation in the RWT-Plus Plan. The Employer's contribution to the Washington Teamsters Retirees Welfare Trust shall not exceed the amounts listed above per month/per employee during the term of this Agreement. Any excess amounts to maintain coverage shall first be taken from monies available in Article 10.1.2 above. In the event those funds are insufficient, the balance shall be paid by the employees through payroll diversion in equal amounts in each payroll period on a pre-tax basis.

ARTICLE 11 – PENSION

11.1 Effective January 1, 2013 based upon the previous month's hours, the Employer shall pay four dollars and thirteen cents (\$4.13) into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit with seniority and all other employees not subject to the reduced rate as described in Section 11.1.1 compensable straight-time hours, to a maximum of one hundred eighty four (184) per calendar month.

11.1.1 For probationary employees, the Employer will pay an hourly contribution rate of ten cents (\$.10), including one cent (\$.01) for PEER 84 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 standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Section for other bargaining unit employees.

11.2 Effective January 1, 2013 based upon the previous month's hours, the contribution to the Western Conference of Teamsters Pension Trust Fund on behalf of employees with seniority and all other employees not subject to the reduced rate shall be twenty-seven cents (\$.27) to provide the Program for Enhanced Early Retirement (PEER 84). This contribution shall be paid on the same basis as contributions for the Basic Plan provided for in Section 11.1. The total contribution to the Western Conference of Teamsters Pension Trust Fund shall be four dollars and forty cents (\$4.40) per hour. The contributions required to provide the PEER 84 Plan will not be taken into contribution for benefit accrual purposes under the Basic Plan. The additional contribution for PEER 84 must at all times be six point five percent (6.5%) of the Basic Plan contribution and cannot be decreased or discontinued at anytime.

11.3 The total amount due for each calendar month shall be remitted in a lump sum at the time specified by the Administrator of the Trust Fund. The Employer shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid on account of each member of the bargaining unit.

11.4 It is understood that contributions are not required on vacation hours paid upon termination of employment.

11.5 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 circumstances shall there be a reduction in the hourly pension contribution rate.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

12.1 Non-Discriminating – The Employer, employees and the Union shall not discriminate against any employee in violation of any applicable employment regulation or law and the Employer, Union and employees agree to comply with the Employer’s Equal Employment Opportunity Policy.

12.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

12.2 Discrimination – The Employer shall judge the competency and classification of all employees; provided, however, no employee shall be discharged or discriminated against in any way because of his membership in or activities on behalf of the Union, except as otherwise provided in this Agreement. The Employer shall not discipline an employee without just cause. Discipline shall be issued in writing explaining the Employer’s just cause for discipline with a copy immediately sent to the Union via fax and/or mail. Discipline to be considered valid shall be issued within ten (10) workdays (Monday through Friday) of the employer’s knowledge of the incident bringing rise to the discipline.

12.3 Pay Period – All employees shall be paid on a bi-weekly basis and in no event shall the Employer withhold more than five (5) days pay. No deduction shall be made from paychecks except as provided by Federal, State or Municipal law, or by mutual agreement between the Employer and the employee.

12.4 Coveralls – All uniforms and/or coveralls and other equipment necessary in the performance of an employee’s work shall be furnished and laundered by the Employer.

12.5 Delivery Vehicles – The Employer shall furnish any vehicle used in delivery service.

12.6 Leaving the Job – Employees shall not leave work without permission of their immediate supervisor.

12.7 Access to Employee’s Premises – Accredited representatives of the Union, after first notifying the Employer of their presence, shall have reasonable access during business hours to the premises of the Employer; provided, however, no conferences or meeting between employees and the Union representatives shall in any way hamper or obstruct the normal flow of work.

12.8 Employee Responsibility – No employee shall be responsible for damaged, lost or stolen property except in a case of proven negligence.

12.9 Bargaining Unit Work Preservation – The work of the bargaining unit shall not be performed by non-unit employees. When all bargaining unit employees are working then unit work may be performed on an incidental or de minimis basis by non-unit employees.

Notwithstanding the provisions of this section, supervisors/managers may perform an incidental or de minimis amount of bargaining unit work, and may perform bargaining unit work as necessary for employee training.

12.9.1 No bargaining unit work shall be permanently sub-contracted out or away without first bargaining over the decision and/or impact with the Union. Provided all members of the bargaining unit have been offered full time employment, nothing contained herein shall prevent the Employer from temporarily sub-contracting work. Prior to the Employer temporarily sub-contracting work, the Union will be informed of the reason and approximate duration.

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

12.11 In the event the employer establishes a permanent painting facility on the premises, the painter work will be covered by the terms of this Agreement and the Company and Union will negotiate a mutually agreeable wage rate.

12.12 The Union agrees that all employees covered by the Collective Bargaining Agreement are subject to the Company's Alcohol and Drug Free Workplace and Substance Abuse Policy, which by this reference is made a part of this Agreement. The Union acknowledges that the Employer has bargained in good faith regarding the Company's Code of Ethics Policy, to impasse and that the Policy is currently in effect. The Union retains the right to grieve the discipline of employees for violation of the Company's Code of Ethics Policy. These policies may be amended from time to time by the Employer.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 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, unless specifically and expressly limited by a term or provision of this Agreement. The Employer's rights may not be exercised in a manner that conflicts with the express provisions of this Agreement, and disputes concerning the same are subject to the Grievance Procedure of this Agreement.

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

- A. To determine the number, location and types of facilities; to move, temporarily or permanently, in whole or in part, the location of the facilities;

- B. To discontinue temporarily or permanently, in whole or in part, by sale or otherwise, the services provided or the conduct of its business or operations;
- C. To decide the services to be offered, the quality of services offered, service level standards offered, the methods of providing services, the processes of providing services and the materials and equipment used in providing services;
- D. 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;
- E. To introduce new jobs and new and improved methods of operation, staff or not staff existing jobs duties, and introduce new responsibilities to existing jobs as needed for legitimate business reasons;
- F. To maintain efficiency of operations and reduce costs;
- G. To select all employees and appoint employees to specific job duties based on overall qualifications and experience as determined by the Employer;
- H. To establish, revise and implement reasonable standards of hiring, promotion, quantity of work, quality of work, safety, materials, equipment, methods and procedures;
- I. To determine the number of employees, including the number of employees assigned to any particular operation, classification or shift and to determine whether, when or where there is a job opening;
- J. To establish work schedules, establish and change the workweek, hours of work, number of shifts and work locations;
- K. To determine when overtime shall be worked;
- L. To determine reasonable work performance levels and standards of performance of all employees and of all job classifications and to determine whether any individual meets such levels and standards;
- M. To require medical examinations where necessary to comply with all state and federal regulations and related Company policies.
- N. To lay off employees and reprimand, discipline, suspend, demote or discharge an employee for just cause;

- O. To assign and distribute all work, including the right to alter, modify or combine routes, shifts and schedules;
- P. To direct and supervise all employees, to determine the relative ability of employees and to assign employees between shifts, job classifications, routes and work locations;
- Q. 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;
- R. To direct the working force in the performance of their work assignments, including the assignment of jobs and equipment, promotions and demotions;
- S. To take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators.

13.3 If the Employer does not exercise any rights reserved to it, or if it exercises such right in a particular way, such conduct shall not be deemed a waiver if its rights in the future or preclude the Employer from exercising the rights in some way not in conflict with an express provision contained in this Agreement.

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

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

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 All disputes or grievances between the parties shall be handled pursuant to this Article. A grievance under this Agreement shall be an alleged violation of a designated provision of this Agreement, which shall be reduced to writing at Step 2.

14.2 Step 1: Any employee having a grievance should take up the matter first with his/her immediate supervisor.

14.3 Step 2: If the employee's grievance is not resolved following presentation, the grievance shall be reduced to writing and signed by the employee affected. The written grievance shall contain the nature of the grievance, act or acts grieved, date of occurrence, identify if the party or parties who claim to be aggrieved, provision of the Agreement allegedly violated, and remedy sought. Union and Employer grievances shall be initiated at this step. Grievances must be filed in writing within fifteen (15) days (exclusive of Saturdays, Sundays

and holidays) from the day of the alleged violation. Any grievance not filed in writing within this fifteen (15) day limitation will be deemed waived and will not be subject to the grievance procedure.

14.4 Step 3: (Optional) If unresolved, the Union and Employer may mutually agree to submit the grievance to a conference committee of four (4) composed of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union. If a matter is referred to the conference committee, the decision of the conference committee shall be final and binding. Should a deadlock occur, the grievance may proceed to the next step.

14.5 Step 4: In the event that any dispute or grievance cannot be settled within ten (10) working days after it has been submitted in writing, it shall be jointly submitted to a mutually chosen third party for determination. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) days thereafter, the office of the Federal Mediation and Conciliation Service shall be requested by the grieving party to submit a list of nine (9) proposed arbitrators. The Employer and the Union shall each alternately strike from this list, one name at a time, until only one name remains on the list. The grieving party shall strike the first name. The name of the arbitrator remaining on the list shall be accepted by both parties.

14.6 The arbitrator shall rule only on the basis of relevant evidence presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement by both parties. The arbitrator shall have no authority to make a decision on an issue not submitted and is without authority to amend, modify, nullify, add to, or subtract from any provision of the Agreement or to make a decision which is contrary of inconsistent with applicable laws or regulations. The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement and, if so, the appropriate remedy. The arbitrator shall not substitute his/her judgment for that of the Employer, unless the arbitrator determines that the Employer acted in an arbitrary or capricious manner.

14.7 The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

14.8 The fee of the arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by the parties. Each party shall be responsible for its attorney fees, if any, costs and witness fees.

14.9 The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees, subject to the limitations and authority contained in state or federal law.

14.10 In the event a dispute is settled or determined at any stage in the grievance procedure, such settlement or determination shall be binding upon all parties and persons affected thereby.

14.11 If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Employer's last response. It is understood and agreed that the time limit in this Article may be extended by mutual agreement in writing.

ARTICLE 15 – NO STRIKE – NO LOCKOUT

15.1 During the life of this Agreement there shall be no strikes or work stoppages by the employees nor shall same be caused or sanctioned by the Union and no lockouts shall be entered upon by the Employer. Any action of the Employer in closing its plant during a general strike, riot or civil commotion, for the protection of the plant and property, shall not be deemed a lockout.

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

ARTICLE 16 – SEPARABILITY AND SAVINGS

16.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

16.2 If the disposal industry is deregulated during the term of this Agreement, or if the authority of the Washington Utilities Transportation Commission (WUTC) to regular garbage collection and set rates is altered or transferred to any other government instrumentality, body or agency, or if additional WUTC franchisees or permits are issued to other companies, and this impacts the competitive nature of the disposal industry as it existed on April 30, 1992, 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 in accordance with the procedures set forth with Section 14.1.

ARTICLE 17 – LEAVE OF ABSENCE

17.1 Any employee upon written application to the Employer, may, if the Employer approves, be granted a leave of absence (in writing) for a period not in excess of thirty (30) calendar days. Under such leaves, the employee shall retain and continue to accrue seniority, and the Union shall be notified of all such leaves granted. Such leaves may be extended for additional periods of thirty (30) calendar days when approved by the Employer and seniority shall accrue during such extension.

17.2 Employees returning from an authorized leave of absence, or extension shall be returned to the job held when the leave was granted. If the job no longer exists, the employee may exercise his/her seniority commensurate with his/her ability and seniority standing.

17.3 Any employees hereunder on leave of absence engaging in gainful employment without prior written permission of both the Employer and the Union shall forfeit his/her seniority rights and his/her name shall be stricken from the seniority roster.

17.4 Any employee entering the Armed Forces for military training or services, in accordance with the provision for the Selective Service Act of 1948 and other applicable laws, shall be restored to service in accordance with such laws, and his/her seniority shall be fully protected. In case of temporary or partial military disability which makes it impossible to return to work within the ninety (90) days after discharge, special arrangements shall be made by the Employer and the Union for a proper extension of time.

17.5 An employee on leave of absence because of an occupational injury or bona fide or medically certified illness shall be entitled to holiday pay for those holidays specified herein which fall within the first thirty (30) calendar days of authorized leave.

17.6 Vacation eligibility dates shall be extended by the length of time authorized for the leave of absence, and vacation credit shall not accrue during such leave.

ARTICLE 18 – ABSENTEE POLICY

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

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

18.2 Any continuous incident of absenteeism (i.e., caused by the same illness or injury) shall count as one (1) occurrence, except that no occurrence shall be charged for a scheduled surgery or pre-approved medical appointment made known to the Employer as far in advance as possible and no later than the workday before the appointment. The Employer will make a good faith effort to approve time off requests when a medical appointment cannot be scheduled outside of work hours and depending on the Employer's operating flexibility. For example, if an employee misses work due to a disabling accident that results in consecutive days off, the accident shall be treated as a single occurrence. Tardiness shall count as one-half (1/2) an occurrence if an employee is more than ten (10) minutes but less than thirty (30) minutes and a full occurrence if more than thirty (30) minutes late. Scheduled days off are not treated as an occurrence under this Article.

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

18.4 Employees may not swipe in more than five (5) minutes before the start of their shift and will be expected to commence work immediately after swiping in as employees are paid from the time of swipe in.

18.5 Employees who neither show up for work nor call their supervisor will be issued one and one-half (1 ½) occurrences. Employees who show up for work and work less than one-eighth (1/8th) of their shift twice in a twelve (12) month period, will be issued one (1) occurrence.

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

18.7 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.

18.8 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.

18.9 Any employee that does not receive any occurrences during a six (6) month period (January through June and July through December) will receive a one (1) occurrence credit to be used as an offset against a future occurrence. A maximum of two (2) occurrence credits per employee may be banked.

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

18.11 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.

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

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

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

ARTICLE 19 – ENTIRE AGREEMENT

19.1 In reaching this Agreement, the Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the areas of collective bargaining and further acknowledge that the understandings and agreements arrived at by the parties after full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement.

19.2 All parties hereto have fully exercised and complied with any and all obligations to bargain. This contract expresses, embodies and includes the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term. The Agreement supersedes any previous agreements between the parties. Any modification or amendment shall be void and of no force and effect unless reduced to writing and approved by the signatories hereto or their successors.

19.3 This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior agreements, oral or written, and expresses all the obligations of, or restrictions imposed upon the respective parties during its term. This Agreement can be changed only by a written amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE 20 – DURATION

20.1 This Agreement shall become effective January 1, 2013, and shall remain in full force and effect through December 31, 2016, and shall automatically renew itself from year to year thereafter unless either party provides written notice to the other no less than sixty (60) nor more than ninety (90) days prior to the expiration date of this Agreement specifying that party's desire to amend or terminate the same.

20.2 It is further understood and agreed that before either party shall engage in economic action during the period of renegotiation of this Agreement, there shall be at least one joint meeting of the parties under the auspices of the Federal Mediation and Conciliation Service.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

RABANCO Ltd. dba ALLIED WASTE
SERVICES OF BELLEVUE/REPUBLIC
SERVICES OF BELLEVUE
(Bellevue Facility)

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Mike Huyoke
Mike Huyoke, Northwest Area President

Date 5-3-13

Date 4/30/13

APPENDIX "A"
to the
AGREEMENT
by and between

**RABANCO Ltd. dba ALLIED WASTE SERVICES OF BELLEVUE/REPUBLIC
SERVICES OF BELLEVUE (Bellevue Facility)**
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 1, 2013 through December 31, 2016

THIS APPENDIX is supplemental to the AGREEMENT by and between RABANCO Ltd., dba ALLIED WASTE SERVICES OF BELLEVUE/REPUBLIC SERVICES OF BELLEVUE (Bellevue Facility), hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereunder referred to as the Union.

A.1 The classifications of work and the hourly rate of pay for those classifications covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURS OF SERVICE*</u>	<u>HOURLY RATES OF PAY AND EFFECTIVE DATES</u>
		1/1/13
Service Technician**	00 – 800	70% of full rate
	801 – 1600	80% of full rate
	1601 – 2400	90% of full rate
	2401 +	\$21.17
Washer*** Painter (Seattle)	00 – 800	70% of full rate
	801 – 1600	80% of full rate
	1601 – 2400	90% of full rate
	2401 +	\$16.59

* Includes overtime hours

** Duties include incidental tire service and other assigned duties

*** Includes truck washing and toter/container washing

These break-in rates may be accelerated at the discretion of the Employer.

- A.1.1 In addition to what may be provided for in Section 10.1.3, Service Technicians shall receive twenty-five cents (\$.25) per hour added to the top rate January 1, 2014, 2015, and 2016.
- A.2 Tool Allowance – Employees in the classification of Service Technician shall receive a premium of twenty cents (\$.20) per hour above the hourly rates of pay set forth within Section A.1.
- A.3 The wage rates set forth in this Article are intended only to be the minimum wage rates the Employer is obligated to pay. Nothing contained in this Agreement shall preclude the Employer from paying more than these minimum wage rates or establishing incentives (such as safety or quality improvement) at its sole discretion. Institution of an over scale rate or incentive does not guarantee its continuity by the Employer.