

AGREEMENT
BY AND BETWEEN
RABANCO, LTD.
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289

JUNE 1, 2014- JUNE 1, 2018

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AGREEMENT

This Agreement is made by and between RABANCO, LTD. d/b/a Allied Waste Services of Bellevue, Allied Waste Services of Seattle, Allied Waste Services of Lynnwood, Rabanco Recycling Co., RDC Third & Lander, Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (hereinafter referred to as the "Employer"), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289 (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agency for all of its employees whose work is described, classified and set forth in this contract and who are employed in separate bargaining units at the Employer's maintenance facilities, excluding managers, supervisors and guards as defined in the Act.

1.2 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.

1.3 In the event the Employer consummates sale of the company, the Employer will notify the Union in writing twenty-one (21) calendar days prior to the effective sale date. The Employer will notify the prospective buyer of the existence of this Agreement.

ARTICLE 2 - UNION SECURITY AND DUES CHECKOFF

2.1 It is agreed that all employees coming under the terms of this Agreement who have been in the employ of the Employer for a period of thirty-one (31) days commencing from the first date of employment, or thirty-one (31) days after execution of this Agreement, whichever comes later, shall make application to and shall become and remain members in the Union; and that the Employer shall discharge any employee as to whom the Union, through its Business Representative, delivers to the Employer a written notice that such employee is not in the Union; provided that the Employer shall not justify any discrimination against an employee for non-membership in the Union (a) if it has reasonable grounds for believing that such membership was not available under the same terms as other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of retaining membership.

2.2 Upon receipt of a voluntary written authorization from a bargaining unit employee, the Employer agrees to deduct monthly from the wages of each such

employee covered by this Agreement uniform initiation fees and periodic dues owing to the Union, as certified by the Financial Secretary of the Union, and shall transmit the same to the Financial Secretary of the Union. Such authorizations shall comply with the provisions of Section 302 of the Labor-Management Relations Act of 1947, as amended, and shall be deposited with and held by the Employer.

2.3 Deductions shall be made from the employee's first (1st) paycheck each month and shall be remitted to the Financial Secretary of the Union not later than the 25th day of the month in which the deduction occurs. The Union shall furnish the Employer a record of those for whom deductions are to be made and the amounts of the deductions.

2.4 Dues deduction authorization by the employee shall be on a form approved by the parties and shall be effective for the term of this Agreement.

2.5 The authorization and assignment shall be irrevocable for the term of the Agreement, 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 of any desire to revoke the same.

2.6 The Union agrees to defend, hold harmless and indemnify the Employer against any suit, claim or other liability the Employer may face as a result of any action taken by the Employer under the provisions of this Article, provided: The Employer agrees that in the event it is named as a defendant or charged party in any such action the Employer shall promptly notify the Union and the Union shall undertake the defense of the case. The Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Employer, nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not at the cost of the Union.

ARTICLE 3 - HOURS OF WORK AND WORKWEEK

3.1 Eight (8) hours within nine (9) consecutive hours between 5:00 a.m. and 6:00 p.m. shall constitute a workday. There shall be two (2) consecutive days' rest period between workweeks. A workweek is defined as Monday through Friday or Tuesday through Saturday.

3.2 If the Employer chooses to schedule a four (4) day workweek, then ten (10) hours within eleven (11) consecutive hours between 5:00 a.m. and 7:00 p.m. shall constitute a workday. For purposes of a four (4) day workweek, a workweek is defined as Monday through Thursday, Tuesday through Friday or Wednesday through Saturday.

3.3 Regular employees shall be guaranteed a forty (40) straight-time hour schedule each week, except in cases as describe in Section 3.8 below. This guarantee shall not apply when a laid off employee is recalled after the start of his/her workweek.

3.4 When a full day's work is unavailable, a regular employee is guaranteed a minimum of two (2) hours' work or pay for the day he reported to work, unless the employee was previously instructed not to report to work.

3.5 An employee called back to work after the employee's regular assigned shift for emergency work shall be guaranteed two (2) hours' pay at double time. In addition, said employee will not be required to remain on the premises for the full two (2) hours if there is no additional work to be performed.

3.6 Starting times and workweeks for individual employees shall be fixed for the entire workweek.

3.7 If the Employer chooses to schedule a combination of four (4) day workweeks (ten (10) hours/day) and five day workweeks (eight (8) hours/day), then seniority shall prevail in the selection of scheduled workweeks. However, in no event shall such a selection result in a shift containing less Journeypersons than apprentices.

3.8 The work hour guarantees in this Agreement shall not apply in cases where an Employer's operations are adversely affected by work stoppage, an act of God (including weather emergencies), civil commotion, insurrection, discharge or suspension for just cause, voluntary quit, where the employee leaves work of their own volition, or picket lines.

ARTICLE 4 - CLASSIFICATIONS AND MINIMUM RATES OF PAY

4.1 Minimum rates of pay for Journey Mechanics (including automotive machinists, electricians, servicemen, body, fender, radiator repairmen and millwrights) shall be as follows:

Current	\$29.75 per hour
Effective June 1, 2014.....	\$29.85 per hour
Effective June 1, 2015.....	\$30.00 per hour
Effective June 1, 2016.....	\$30.20 per hour
Effective June 1, 2017.....	\$30.70 per hour

4.2 Welders shall be paid eighty-five percent (85%) of the Journey Mechanic's rate. Welders will be listed on a separate seniority list from mechanics and shall not be allowed to do any mechanical work on company vehicles, rolling stock or Recycle Plant equipment. Welders will be furnished hoods, gloves, leathers, if needed, chipping hammers, replacement lenses and other tools needed to perform their assignments. Abuse of this equipment shall be viewed as just cause for disciplinary action.

4.3 All lead mechanics shall receive ten percent (10%) above the rate set forth in Section 1 above. Lead mechanics are not to hire, fire, discipline or be involved with disciplinary action regarding bargaining unit members. All shifts with more than one bargaining unit member shall have a designated lead.

4.4 All wages shall be paid every week, with an established regular schedule of paydays.

4.5 The wage rates set forth in this Agreement are intended only to be the minimum wage rates the Employer is obligated to pay. Nothing herein shall preclude the payment of a higher rate at the discretion of the Employer or establishing incentives at its sole discretion. Institution of an over scale rate or incentive does not guarantee its continuity by the Employer.

4.6 Journey and apprentice mechanics shall receive an additional thirty cents (\$.30) per hour over and above the rates specified in Section 1 above as a tool allowance.

4.7 Apprentices shall be paid as follows:

1st Year of Work

1st 3 months.....65% of Jr. Scale
Next 9 months...73% of Jr. Scale

3rd Year of Work

1st 6 months.....80% of Jr. Scale
2nd 6 months....85% of Jr. Scale

2nd Year of Work

Full 12 months..77% of Jr. Scale

4th Year of Work

1st 6 months.....90% of Jr. Scale
2nd 6 months....95% of Jr. Scale
Thereafter.....100% of Jr. Scale

4.8 Apprentices shall be governed by the standards set up by the Greater Puget Sound Area Automotive Machinists' Apprenticeship Committee and approved by the Washington State Apprenticeship Council.

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

4.10 One (1) apprentice may be employed in any shop where a Journeyperson is steadily employed, and one (1) additional apprentice may be employed for each additional three (3) Journeypersons employed. This Section shall not be exercised in a manner which requires the Employer to upgrade an apprentice to a Journeyperson.

4.11 Apprentices will constitute the only employees learning the trade and shall be given every opportunity and encouragement to master it.

4.12 Employees who have reached the 95% level in the apprentice scale must be able to perform the duties of a Journey Mechanic before advancing further on the scale. This clause is subject to the Grievance Procedure if there is a disagreement over whether someone shall advance past this point on the pay scale.

4.13 Any shift starting between the hours of 5:00 AM and 11:59 AM shall be considered day shift, except at Bellevue-Lynwood the day shift may start no earlier than 4:30 AM if there is no over-night shift.

4.14 For any shift starting at or after 12:00 noon, the whole shift shall be paid at second shift premium.

4.15 Any shift starting at or after 10:30 p.m. shall be paid for at the night shift premium. A Sunday shift starting at 10:30 p.m. will be considered a Monday shift.

4.16 Hourly shift premiums shall be sixty cents (\$.60) for swing shift and seventy-five cents (\$.75) for night shift.

4.17 All straight-time compensable hours (includes all paid time off such as holiday pay, sick leave, vacation, funeral leave and paid jury leave) in excess of forty (40) during any workweek shall be paid at the rate of time and one-half (1½), excluding holiday pay when the following Saturday is a makeup day or if a holiday is worked. If an employee takes an alternative day off pursuant to Section 5.3, that day shall be treated as compensated for overtime calculation purposes.

4.18 No Pyramiding: There shall be no duplication or pyramiding in computing overtime pay or premium pay and employees shall not receive overtime or premium pay under any more than one provision for the same hours worked. Except as described in Section 5.7 of this Agreement, overtime at the double time (2x) rate will be paid for Sunday and all other work on a regular employee's scheduled days off shall be paid at one and one-half (1½) his/her normal rate unless he/she volunteers to work at straight-time on those days to make up for absences during the week. An employee's normal rate for calculation of overtime will include applicable shift premiums and over-scale wage payments.

4.19 Employees who are injured on the job and eligible for worker's compensation benefits may, at the Employer's sole discretion, be assigned "light duty" work within their physical limitations as approved by the physician. If there is insufficient light duty work available at an employee's normal work site due to his/her physical limitations, an employee may be assigned to perform light duty work at other locations which is compatible with those limitations. Employees shall be paid at sixty percent (60%) of their normal wage rate when assigned to light duty [one hundred percent (100%) for traditional bargaining unit assignments] and the benefit provisions of this Agreement shall apply. If the light duty wages are less than an employee's entitlement through worker's compensation (L&I), the difference will be paid as part of the State Worker's Compensation Program. Employees may use their accrued sick leave benefits to the extent their daily earnings plus any L&I benefits are less than their normal straight-time daily wage; however, under no circumstance shall the benefits received under this light duty program exceed an employee's normal straight-time earnings. Light duty assignments are a temporary arrangement intended to complement and facilitate the healing process and are not intended to be a permanent assignment. If it is determined that the injured employee can never return to regular work due to permanent restrictions, the Employer will evaluate their ability to accommodate the injured employee's disability under applicable federal and state guidelines.

4.20 No heavy-duty mechanic welder on the Company's payroll on June 1, 2003 shall suffer a reduction in pay as a result of this Agreement.

4.21 All employees shall take meal and rest breaks in accordance with Washington State law. Rest breaks shall be paid for by the Employers. All employees are expected to take a thirty (30) minute unpaid meal break when possible.

4.22 In order to ensure the accuracy of employee time cards, all employees will, for each pay period, review the electronic punch report provided to them by the Employer and then electronically attest to the accuracy of such. Any inaccuracies must be brought to the attention of the immediate supervisor or designee with the employee completing a Time Card Correction Request and/or manual time card. Should the electronic system not be available, employees are expected to complete, sign, and return the Company's Time Card Certification. The Employer will provide employees Access to a detailed preliminary summary of their work hours sometime during their Monday shift proceeding the pay day. All employees agree to comply with the Employer's Time Card Policy.

ARTICLE 5 - HOLIDAYS

5.1 The following holidays shall be recognized:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Martin Luther King Day
Two (2) Floating Holidays	

5.2 Employees with seniority are eligible for holiday pay if they have been actively on the payroll (worked or received paid vacation time) at least one working day during the ten (10) working days immediately preceding the holiday and they have worked their workday prior to the holiday, if scheduled, and their workday following the holiday, except in case of a bona fide illness or mutual agreement with the Employer.

5.3 The Employer shall give those employees scheduled to work on a given holiday at least forty-eight (48) hours' notice that they will work the holiday. Employees who are required to work a holiday shall be given an alternative day off without pay if requested. The day off must be requested in advance and approved by the Employer.

5.4 The following procedure applies to those employees who work a four (4) day, ten (10) hour per day workweek. Holiday pay for those holidays which fall within the employee's workweek will be computed as ten (10) hours at the regular straight-time hourly rate. If the employee works the scheduled holiday as part of his/her regular work week, the employee will be guaranteed ten (10) hours' work at the straight-time hourly rate in addition to eight (8) hours' holiday pay. If the holiday falls outside the employee's workweek, holiday pay will be computed as eight (8) hours at the regular straight-time hourly rate. If a holiday is worked outside of the employee's regular workweek, the employee will be guaranteed eight (8) hours' work at time and one-half (if the regularly scheduled forty (40) hours are worked) in addition to the holiday pay.

5.5 An employee shall not be eligible to take a floating holiday until six (6) months' seniority is attained. The floating holiday will be scheduled on a date mutually

agreeable to the Employer and the employee. Floating holidays must be utilized in the contract year and if not used will be paid out on the first pay period of the new (next) contract year.

5.6 The following procedure applies to those employees who work a five (5) day, eight (8) hour per day workweek. Holiday pay for those holidays which fall within the employee's workweek will be computed as eight (8) hours at the regular straight-time hourly shift rate. If the employee works the scheduled holiday as part of this regular workweek, the employee will be guaranteed eight (8) hours' work at the straight-time hourly rate in addition to eight (8) hours' holiday pay. If the holiday falls outside the employee's workweek, holiday pay will be computed as eight (8) hours at the regular straight-time hourly rate. If a holiday is worked outside of the employee's regular workweek, the employee will be guaranteed eight (8) hours' work at time and one-half (if the regularly scheduled forty (40) hours are worked) in addition to the holiday pay.

5.7 No work shall be performed on Thanksgiving Day, Christmas Day and New Year's Day. The following Saturday shall be straight-time, unless Christmas and New Year's Day fall on Saturday or Sunday. If any other 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 at 1 and 1/2 times straight time on Saturdays after New Year's, Thanksgiving and Christmas..

5.8 The Employer agrees to schedule the minimum number of employees required to cover the necessary holiday work and the Saturday following a holiday when that holiday is not worked. The Employer shall not require more than the necessary number of unit employees at each facility to work a holiday, which may be a normal staffing level. Seniority principles shall apply.

ARTICLE 6 - VACATIONS

6.1 Each regular employee covered by this Agreement shall receive paid vacations as follows:

After one (1) year	1 week (40 hours)
After two (2) years	2 weeks (80 hours)
After eight (8) years	3 weeks (120 hours)
After fifteen (15) years	4 weeks (160 hours)*
After twenty (20) years	5 weeks (200 hours)**

*No employee currently receiving five (5) weeks of vacation will be reduced as a result of this provision.

**Became effective June 1, 2009.

6.2 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 two hundred (1,200) hours.

6.3 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 (2,000) and multiply it times the full vacation entitlement the employee would otherwise have received.

6.4 Vacation periods for each calendar year shall be selected not later than November 30 within job classifications by seniority. Vacation periods selected after November 30 shall be on a first request basis. Earned vacations must be taken within the following anniversary year. However, if unusual job-related circumstances prevent an employee from using all earned vacation within the year (e.g., work demands, industrial injury, etc.), vacation will be paid in due course when scheduled, or, if unscheduled, within the month after the vacation year ends. At least one (1) employee may be on vacation from each classification at any time. The Employer may limit vacation selections to two (2) weeks until every employee has an opportunity to make a selection. Vacation days will be paid when taken at the employee's normal straight-time hourly shift rate on the next regular payday.

6.5 Where the services of a regular employee are terminated, regardless of reason for termination, after six (6) months' service, vacation pay shall be prorated according to the formula set forth in Section 6.3 above. However, employees who are discharged for proven insubordination or dishonesty or who fail to give one (1) weeks' notice prior to voluntary termination shall not be eligible for pro-rata vacation benefits under this Section.

6.6 If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the eligible employee shall receive another day's vacation in lieu thereof.

6.7 Company will update and post balances monthly for vacation, sick leave and floating holidays.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 When the requirements of the Employer's service will permit, any employee, upon written application to the Employer, may, if the Employer approves, be granted a personal leave of absence (in writing) for a period not in excess of thirty (30) days. Under such leaves, the employee shall retain and continue to accrue seniority.

7.2 Such leaves may be extended for additional periods of thirty (30) days when approved by the Employer. Under such extensions, the employee shall retain and continue to accrue seniority.

7.3 Employees returning from an authorized leave of absence, or extension thereof, will 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.

7.4 Any employee on leave of absence engaging in gainful employment without prior written permission from both the Employer and the Union shall forfeit his/her seniority rights and job rights and his/her name will be stricken from the seniority roster and their employment terminated.

7.5 Military Leave: The Employer agrees to comply with the Uniformed Service Employment and Re-employment Act, and amendments thereto and any subject employee will be restored to service and have their seniority protected in accordance with the Act.

7.6 Any employee on leave of absence because of a bona fide or medically certified illness shall be entitled to holiday pay for those holidays specified herein which fall within the first thirty (30) days of authorized leave.

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

ARTICLE 8 - SICK LEAVE

8.1 Regular 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 at the employee's normal straight-time hourly shift rate for bona fide absences caused by illness or accident commencing with the first (1st) scheduled working day missed or absent. Sick leave is not to be paid for holidays.

8.2 Unused sick leave shall accumulate in a bank. The bank shall be available for future use. Sick leave shall be deducted from the bank in hourly increments. Benefits for full days off must be for eight (8) hours [ten (10) hours if a ten (10) hour shift] and must be scheduled workdays. Employees will be cashed out for all sick leave hours accrued over three hundred fifty (350) at the rate of fifty percent (50%) of the employees' straight-time hourly base wage on the first pay period in December of each year.

8.3 If Workers Compensation benefits are less than the amount of sick leave that would be available for a non-occupational injury/illness, employees shall, in addition to Workers Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been received by deducting from the bank the hours of sick leave pay under this Section; provided, however, combined Workers Compensation and sick leave benefits shall not exceed the straight-time daily earnings which would otherwise have been paid to the employee in the absence of the occupational injury/illness.

8.4 After the second (2nd) period of absence (one or more consecutive days) during a calendar year or if the Employer has a reasonable basis to believe the employee

was not sick (e.g., calling in sick when a request for time-off was denied), the Employer shall have the right to insist on a statement from the employee's doctor. If the Employer deems the sick leave is abused, the Employer has the right to send an employee to its own doctor.

8.5 Sick leave accumulations for each employee shall be posted monthly.

8.6 Upon voluntary retirement (the date an employee is entitled to retirement benefits under the Automotive Machinists Pension Plan or Social Security Disability benefits), the unused hours in the sick leave bank will be cashed out at fifty percent (50%) of the employee's straight-time hourly rate.

8.7 Employees who miss hours of pay because of weather emergency cancellations may use approved/accrued vacation pay, sick pay (which shall not result in an occurrence) of floating holiday pay to make up those hours.

8.8 Company will update and post balances monthly for vacation, sick leave and floating holidays.

ARTICLE 9 - BEREAVEMENT LEAVE

9.1 In the event of a death in the immediate family (father, mother, grandparents, grandparents-in-law, mother-in-law, father-in-law, wife, husband, domestic partner as qualified pursuant to Company policy, brother, sister, child or foster child), a regular employee with seniority shall be entitled to such time off work, without loss of pay, not to exceed three (3) days as may be reasonably necessary to attend the funeral or service and, if required on the part of the employee, to make necessary arrangements for the funeral or service, subject to the following conditions:

- (a) The days for which compensation is sought must fall within the employee's regularly scheduled workweek, and no compensation is payable if such days fall on or during weekends, holidays, vacation, leave of absence or layoff.
- (b) Pay for each compensable day shall be computed at employee's regular shift rate of pay.
- (c) The Employer may require reasonable proof to support the claim for compensation.
- (d) Compensable bereavement leave is limited to the relatives specified in this Article.
- (e) Paid bereavement leave shall not exceed six (6) days in a calendar year.

ARTICLE 10 - JURY DUTY

10.1 An employee having seniority, as provided in Article 19, Seniority, and required by law to serve as a juror shall, upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his/her work time lost on the basis of the difference between his/her straight-time day shift hourly job classification rate and his/her jury pay (excluding travel allowance). However, such Employer reimbursement shall not be applicable to any period of time during which said employee-juror did not perform work for the Employer other than when prevented from doing so solely because of said jury services. Such Employer reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard workday, nor more than five (5) days in a standard workweek, nor more than eighty (80) hours in a contract year, nor more than one hundred forty (140) hours during the term of this Agreement.

10.2 In applying the foregoing, it is understood that if an employee is called for jury service, responds to the call and loses time but is not accepted for jury service, or serves and is relieved therefrom by the middle of his/her work shift, the employee will be reimbursed by the Employer for his/her work time lost on the basis of the difference between his/her straight-time day shift hourly job classification rate and his/her jury pay (excluding travel allowance), provided he/she returns to his/her job immediately and promptly reports these facts to the Employer; provided further that if an employee works his/her regular shift in addition to performing jury duty, he/she shall not be paid by the Employer under the provisions of this Article. An employee will be assigned to the day shift during the period he/she is serving on jury duty.

ARTICLE 11 - PENSION PLAN

11.1 The Employer shall contribute the following amounts into the Automotive Machinists Pension Trust Fund for each bargaining unit employee with seniority (not to exceed one hundred and seventy-three (173) hours per month) for the purpose of providing retirement benefits for eligible employees.

Effective August 1, 2014\$4.88 per compensable hour plus surcharge rate of 100% (\$4.88 per hour) for August 1, 2014 work hours through July 31, 2015 work hours. Total \$9.76 per hour.

Effective August 1, 2015\$4.88 per compensable hour plus surcharge rate of 112.5% (\$5.50 per hour) for August 1, 2015 work hours through July 31, 2016 work hours. Total \$10.38 per hour.

Effective August 1, 2016\$4.88 per compensable hour plus surcharge rate of 125% (\$6.10 per hour) for August 1, 2016 work hours through July 31, 2017 work hours. Total \$10.98 per hour.

Effective August 1, 2017\$4.88 per compensable hour plus surcharge rate of 137.5% (\$6.71 per hour) for August 1, 2017 work hours through July 31, 2018 work hours. Total \$11.59 per hour.

11.2 The Employer agrees to adopt Schedule A of the Automotive Machinists Pension Trust Rehabilitation Plan. In accordance with that schedule, effective August 1, 2014 work hours through July 31, 2015 work hours, the Employer agrees to pay a surcharge amount equal to 100% of the pension rate in addition to the pension rate.

The Schedule A surcharge rate increases from 100% in the fourth year to 112.5% in the fifth year, 125% in the sixth year, and 137.5% in the seventh year. Each Schedule A rate will be paid for a period of 12 months. The full amount of the surcharge rate shall be paid by the Employer. If at any time during the term of this Agreement the pension recovers from critical status, the Employer shall continue to pay the employees the additional surcharge amount as additional pay.

11.3 In the event that any additional payments or contributions of any kind to the Pension Fund are required by law or mandated by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments without reduction of the bargaining unit wage package or other benefits. The Union further agrees to meet with the Employer within the thirty (30) calendar days of commencement of the above-referenced additional payments or contributions to negotiate and reach an equitable solution to address the economic impact upon the Employer caused by the burden of these additional payments or contributions to the Pension Fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiated in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to reduce the wage amount as set forth in the Agreement by the amount of the additional Employer contributions or other required payment(s) to the pension plan as required by law or mandated by the Trustees.

11.4 The amount due for each calendar month shall be remitted in a lump sum no later than the twentieth (20th) day of the next month. The Employer agrees to abide by such rules as may be established by the Board of Trustees relative to the collection of amounts due, and to pay costs and liquidated damages resulting from his/her failure to make contributions required hereunder, to the extent provided for in the Trust Agreement.

ARTICLE 12 - 401(K) RETIREMENT PLAN

12.1 The Employer hereby agrees to provide for pre-tax wage deferral election contributions by employees covered by this Agreement to the Western Employees Benefit Trust. The Employer agrees to transmit the amounts withheld from employees' wages to the bank or other depository designated by the administrator of the Western Employees Benefit Trust no later than the 15th day of the following month. Further, the Employer agrees to be bound by the terms of the Plan document and Trust Agreement governing the Western Employees Benefit Trust and agrees to provide such information with respect to employees covered by the collective bargaining agreement as may be needed by the administrator.

ARTICLE 13 - HEALTH AND WELFARE PLAN

13.1 Effective July 1, 2014 (June hours), the Employer agrees to provide contributions specified in Article 15 to the Machinists Health and Welfare Trust Fund for each employee who was compensated for eighty (80) hours or more during the preceding month for work covered by this Agreement, regardless of Union membership.

Such employees shall be enrolled in the following benefit plan options currently provided by the Trust Fund:

	<u>Benefit Level</u>
Plan 9	
Vision 1	
Preventive	
Life/AD&D	\$ 20,000.00
Dependent Life	
Time Loss	\$ 600.00

Employees electing the HMO option will pay the differential between the two plans. The differential amount is to be billed directly to the employee by Group Health.

13.2 Any increases beyond those indicated in the schedule in Article 15 during the term of this Agreement required to fund the Health and Welfare Plan will be paid by the employees. Any increases so required to be paid by employees will be deducted as a lump sum pre-tax deduction from the employee's paycheck, with the full payment then being made by the Employer.

13.3 All payments to the Machinists Health and Welfare Trust Fund shall be paid on or before the fifteenth (15th) day of the month following the month of employment. Failure or refusal to pay said contributions promptly shall be a violation of this Labor Agreement.

13.4 The Employer acknowledges receipt of and agrees to be bound by the Agreement and Declaration of Trust, and any amendments thereto, covering the Machinists Health and Welfare Trust Fund, and the Employer ratifies any action taken by the Board of Trustees. The Health and Welfare Trust Fund shall always be maintained as a tax-exempt joint labor-management Trust Fund and administered in accordance with its Agreement and Declaration of Trust and all applicable laws. The Employer accepts, as its representatives, the Employer Trustees serving on the Board of Trustees of the Health and Welfare Trust Fund and their duly appointed successors. Each Employer agrees to abide by all rules and regulations as may be established by the Board of Trustees pertaining to participation in the Health and Welfare Trust Fund.

13.5 Notwithstanding the foregoing provisions, if any employee should be disentitled to any benefits under the Health and Welfare Plan by reason of an Employer's failure in the payment of contributions, such Employer shall be liable to such employee in a civil action for the full amount of the benefits which the employee lost, together with reasonable attorney's fees and costs. Acceptance or collection of delinquent contributions by the Board of Trustees shall not absolve the Employer of this liability.

13.6 The Employer and the Union in their respective discretion shall have the right to re-open the Health and Welfare provisions of the Agreement to negotiate new language and cost sharing to the extent: (i) the Machinists Health and Welfare Trust Fund ("Trust Fund") does not comply in full with the Affordable Care Act ("ACA") or any other federal, state or local health care legislation; (ii) bargaining unit employees who should be covered under the ACA or any other federal, state or local health care legislation are not covered; (iii) the Employer is somehow subjected to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, assessments or penalties regarding its insurance coverage; (iv) the Employer is subject to any Cadillac taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage), whether directly or through the Trust Fund attempting to pass on such costs; (v) the Employer's total cost for this insurance, for whatever reason, is more than the express contributions the Employer has agreed to pay in this Agreement; (v) the Employer is the subject of any claim, demand, suit or other form of liability (monetary or otherwise) for violations of the ACA or any other federal, state or local health care legislation arising out of the Employer providing insurance through the provisions of this Agreement; or (vi) new federal, state or local health care legislation is passed or health care regulations or guidance is adopted. In the event an agreement is not reached within thirty (30) days, either party shall have the right to take any legal or economic action it deems necessary.

ARTICLE 14 - DENTAL PLAN

14.1 The Employer shall pay into the Northwest I.A.M. Benefit Trust the sum of one hundred thirty-three dollars and nine cents (\$160.24) per month for each employee who was compensated for eighty (80) hours or more during the preceding month for the purpose of providing benefits under dental care Plan 125 for the employees covered by this Agreement. Payments will be due by the fifteenth (15th) day of the month following the month in which the contributions were earned.

14.2 Any increases beyond those indicated in the schedule in Article 15 during the term of this Agreement required to fund the Dental Plan will be paid by the employees. Any increases so required to be paid by employees will be deducted as a lump sum pre-tax deduction from the employee's paycheck, with the full payment then being made by the Employer.

14.3 The failure of an Employer to make the required contributions may result in a collection action by the Board of Trustees and, in such action, the Employer shall be obligated to pay liquidated damages, costs and attorney's fees, as provided in the Trust Agreement.

ARTICLE 15 - SCHEDULE: HEALTH AND WELFARE, DENTAL

15.1 The contribution per month to be paid by the Employer for each eligible employee is:

Effective June 1, 2014	\$1627 per month	Effective June 1, 2015
\$1707 per month	Effective June 1, 2016	\$1799 per month
Effective June 1, 2017	\$1896 per month	

Employees shall contribute \$20 monthly towards medical premiums.

In the event the hourly Employer contributions exceed the combined hourly cost of the plan benefits described in Section 15.1 above, the difference will be added to the hourly wage set forth in Article 4, subject to the conditions described in Section 15.2 (a) through (c).

15.2 The Union may select an alternative health and welfare and/or dental plan at any time during this Agreement provided reasonable advance written notice is given to the Employer and it applies to all of the Employer's bargaining units that the Union represents. In the event this right is exercised, any hourly cost savings [based upon one hundred and seventy-three (173) hours/month] shall, on the effective date of the new Plan(s), be added to the hourly pension contribution rates set forth above in Article 11, subject to the following conditions:

- (a) For purposes of calculating the hourly cost savings, the combined hourly contribution rate for the Health and Welfare and Dental Plans shall be used;
- (b) Additional hourly wage increase under this Section will be limited to those bargaining unit employees who are eligible for health and welfare and dental benefits at the completion of each month [e.g., compensated for at least eighty (80) hours]; and
- (c) Any amounts added to the hourly wage rates pursuant to this Section shall be available to maintain benefits under the health and welfare and dental plans provided reasonable advance written notice is given by the Union and any such reallocation of future wage rates applies uniformly to all of the Employer's employees who are represented by the Union.

ARTICLE 16 - WORKING CONDITIONS

16.1 Special and heavy-duty tools, adequate dressing rooms with at least one (1) pair of clean overalls per employee per day, three (3) safety vests and adequate washing facilities (including hot water, soap and towels) shall be furnished by the Employer. The Employer will provide a \$100 boot allowance on the first pay period in June of each year. The tool kit generally furnished by Journeypersons shall not be classified as special tools. The Employer will reimburse employees for loss of required hand tools due to fire or theft on Employer's premises, less twenty-five dollars (\$25.00) on each loss that is less than two thousand five hundred dollars (\$2,500). For claims larger than two thousand five hundred dollars (\$2,500) it shall be less two hundred and fifty dollars (\$250.00) for each loss. Claims will be honored only for tools which have been listed on an appropriate inventory form and filed with the Company in advance of the claim. Employees shall notify management whenever they remove their tools from the Employer's premises. Employees are required to lock their tool box when they are not in use.

16.2 The Employer will comply with applicable safety codes as set forth in federal or state law, and employees shall cooperate in the use of all safety devices.

16.3 Any employee suffering an industrial accident shall be entitled to a full day's pay for the day on which the accident occurs, provided it shall be medically certified by a physician as a disabling accident.

16.4 No payroll deduction shall be made for any purpose whatsoever, except as specifically required by federal, state or municipal laws, or by mutual agreement between the Employer and the employee, to include deductions established by this Agreement.

16.5 Employees shall not be required to sign an application for a fidelity bond, take a lie detector test or be fingerprinted, unless the employee is required to handle cash for

the Employer. This shall not apply to a reasonable application form for a blanket fidelity bond where required by the Employer.

16.6 Neither the Employer nor the Union nor the employees covered by this Agreement shall discriminate against any employee because of race, creed, color, religion, national origin, sex or in any other manner contrary to law. The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

16.7 Actual reasonable expense for eating, lodging and travel incurred by members of the Union when away from base station on "company business" shall be paid by the Employer.

16.8 Piecework, flat-rate, bonus and so-called merit systems shall be barred as a basis for computing the pay of any employees coming under this Agreement.

16.9 No wage deduction or other charge shall be made against any employee on account of any claim for defective work, unless such work shall have been inspected and rejected by the Employer before leaving the shop, and no wage deduction or other charge shall be made against any employee on account of damage to an automobile, or damage to or loss of its contents or equipment, except in the case of proven negligence.

16.10 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 and to make recommendations to the Employer's designated Safety Representative, the Employer shall establish an ongoing Safety and Health Committee which shall consist of at least one (1) mechanic and, where applicable, one (1) welder to be elected by the bargaining unit employees. It is contemplated that at least two (2) drivers elected by employees in the sanitation units represented by Teamsters Local Union No. 174 will participate as part of this Safety and Health Committee. The Employer's Safety Representative shall have the responsibility to review recommendations of the Safety and Health Committee and to advise the Committee of action taken or to otherwise respond to the Committee regarding such recommendations. If the Health and Safety Committee has any questions regarding the action or a response of the Safety Representative, the Employer's General Manager shall be notified and thereafter meet with the Health and Safety Committee. Safety Committee shall meet monthly. All safety meetings will be held on Company time.

16.11 In order to maintain a safe work environment and protect the health of its employees, the Employer shall not require employees to operate unsafe equipment or vehicles or to work in an unsafe environment.

16.12 Effective sixty (60) calendar days after ratification: (1) all Journey Mechanics will maintain a valid State of Washington Commercial Driver's License, and (2) all Apprentice Mechanics will obtain a valid State of Washington Commercial Driver's License on or before their one year anniversary of employment as an Apprentice Mechanic, and will maintain this License thereafter. Failure to maintain or obtain this License as set forth in this paragraph shall be subject to discipline up to and including discharge, unless the loss of the License is due to a medical condition and the

Mechanic is otherwise able to perform his job. Any Journey Mechanic or Apprentice who did not have a valid State of Washington Commercial Driver's License as of the effective date of this Agreement will be exempt from the requirements of this paragraph.

ARTICLE 17 - NO STRIKE OR LOCKOUT

17.1 No strikes or work stoppages shall be caused or sanctioned by the Union, or engaged in by the employees, and no lockouts shall be entered upon by the Employer during the life of this Agreement. 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.

17.2 It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement of an employee or disciplinary action of any kind if an employee voluntarily refuses to cross 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 18 - EMPLOYER AND UNION RESPONSIBILITIES

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

18.2 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 establish, revise and implement reasonable standards of hiring, and safety;
- (c) To determine the number of employees, including the number of employees assigned to any particular operation, classification or shift;
- (d) To assign and distribute all work;
- (e) 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 given to the employees and Union;

- (f) To inspect, review and revise each employee's duties, the level of performance and other items pertinent to a safe and efficient operation; and
- (g) To take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators.

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

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

18.5 The Union shall inform the Employer, in writing, of its selection of authorized Shop Stewards, and the Employer agrees to recognize Stewards so designated.

18.6 Shop Stewards shall be allowed such reasonable time as is necessary to investigate and process grievances in the shop arising under the terms of this Agreement.

18.7 The Shop Stewards shall have top seniority in the shop during their respective terms of office for the purpose of layoffs and recalls only, provided they are qualified to do the work.

18.8 The following information will be given, in writing, by the Employer to the Union within fourteen (14) calendar days from the date of hiring new employees: name and home address, Social Security number, date of hire, classification and rate of pay.

18.9 Business Representatives of the Union shall have access to the area in which bargaining unit work is performed by first making their presence known to management during working hours for the purpose of enforcing the terms of this Agreement. As a condition to receiving this right, the Union agrees that it will not interfere with work schedules. The Union agrees that the business representative will conform to all Employer safety requirements.

18.10 The Union shall have the right to erect a bulletin board on company premises for the posting of matters concerning official Union business. The Union agrees that the posted material may not be inflammatory or derogatory toward the Company, its supervisors, managers, etc. or the Company's customers.

ARTICLE 19 - SENIORITY

19.1 The seniority lists will be comprised of a list of mechanics and a list of welders. Seniority shall prevail in the reduction and restoration of forces within each seniority list, provided the senior employee is capable of performing work remaining in the shop. Seniority shall also prevail in the selection of vacation assignments.

19.2 Seniority shall date from day of hire within either the mechanic or welder classifications of the bargaining unit, but no seniority rights shall accrue therefrom until after a probationary period of ninety (90) calendar days. This probationary period may be extended by mutual agreement of the Employer, Union and affected employee, in writing. At the end of the probationary period, the employee shall be classified as a regular employee.

19.3 An employee may transfer either from welder to mechanic or mechanic to welder upon approval from the Employer, but shall be at the bottom of the seniority list for the classification he/she is moving into. The employee shall retain seniority for vacation purposes.

19.4 The Employer shall give consideration to the employee's seniority in matters of shift assignments, transfer assignments and job opportunities. When an opening on a shift exists, it shall be filled by seniority, provided the employee has substantially equivalent skills, training and experience. The Employer shall not be required to fill more than the original opening according to this seniority arrangement.

19.5 The employee shall lose his/her seniority and job rights and will be terminated from employment for any one of the following reasons: voluntary termination, discharge for cause, failure to report from layoff within three (3) working days after notification to report, continuous absence or layoff for twelve (12) months or twelve (12) months for an industrial injury, no call/no show for three (3) consecutive days, or for failure to return to work on the first agreed upon scheduled day following a leave of absence. Extensions may be granted under warranting circumstances upon mutual agreement between the Employer and the Union.

19.6 Upon request of the Business Representative or the Shop Steward, once in each six (6) month period, lists of employees in the bargaining unit, with their dates of employment, work location and work shift will be furnished by the Employer.

19.7 An employee transferred from the shop of one division to the shop of another division within the Rabanco group will retain seniority for vacation purposes, but will be at the bottom of the shop seniority list with the new company. The employee must agree to the transfer.

19.8 An employee on layoff from one company who has seniority rights shall be given the first opportunity to fill a vacancy within his/her classification at another division covered by this Agreement but has no right to bump any existing employee. The employee will retain seniority for vacation purposes, but will be at the bottom of the shop

seniority list with the new division. For the first forty-five (45) calendar days worked at the new division the employee will be considered to be on probation. If at any time during the forty-five (45) calendar day probation period the management at the new division determines that the employee is not qualified, the employee will revert to layoff status at the original company.

19.9 An employee on layoff shall have recall rights to previously held classifications for one (1) year from effective date of layoff.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

20.1 The Employer shall have the right to discipline employees, up to and including discharge, for just cause. The Union shall be notified, in writing, of any discharge or suspension within three (3) working days thereof. Suspensions shall not exceed ten (10) working days, unless mutually agreed by the Employer and the Union.

20.2 The Employer shall issue notification to the employee of any disciplinary action within 10 working days of the date the Employer has knowledge of the incident.

20.3 The first 720 hours of employment shall be a probationary period for all employees in accordance with Article 19.2. This probationary period may be extended by mutual written consent of the Employer and Union. Probationary employees are employed at the sole discretion of the Employer and layoff or disciplinary action, including their discharge, is not subject to the recall provisions contained in Article 19 or grievance and arbitration provisions contained in Article 21.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union, or between the Employer and any employee, concerning the effect, interpretation, application, claim of breach or violation of this Agreement, or any dispute which may arise between the parties. All grievances not mentioned within ten (10) working days after they occur, or first knowledge that a grievance exists, shall be considered as waived, thus preventing an accumulation of grievances. When "working days" is used in Articles 20 and 21, it refers to Monday through Friday, excluding designated holidays.

21.2 The employees will elect a Shop Steward at each work location with two (2) or more employees who will be recognized by the Employer.

21.3 Prompt consideration shall be given to grievances. Failure to abide by the time limits shall constitute a waiver of the grievance. Such time limits can be extended by mutual consent of the parties in writing.

21.4 Any complaint arising among the employees in the shop over the interpretation or application of any specific provisions of this Agreement shall be processed as follows:

Step 1. Any such complaint shall, within ten (10) working days from the time the complaint arose or should have been reasonably known to exist, first be referred in written form to the grievant's maintenance manager or designee. The Employer shall respond in writing within ten (10) working days.

Step 2. If no satisfactory agreement is reached in Step 1, the matter shall, within ten (10) working days after the written Step 1 response from the Employer, be reduced to writing by describing the incident involved, the provision of the Agreement alleged to be violated and the remedy requested, and be submitted to a higher official designated by the Employer and the Business Representative of the Union. A Step 2 grievance meeting will be scheduled within ten (10) working days. The Employer shall have ten (10) working days after the Step 2 meeting to issue a written decision. The Union may initiate a grievance at Step 2.

Step 3. (a) If the parties cannot reach an agreement, either party may, within ten (10) working days from the date of the Employer's Step 2 decision, refer the matter, in writing, to arbitration setting forth the specific question to be arbitrated. In the event the parties are unable to agree upon an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to submit a list of nine (9) qualified and approved arbitrators from Washington and Oregon, from which list the arbitrator shall be selected by the parties alternately striking one name from the list until only one name remains, who shall be the arbitrator. The order of striking shall be determined by a coin toss. The parties shall have thirty (30) calendar days from receipt of the list of Arbitrators to select an Arbitrator.

(b) The decision of the arbitrator shall be rendered, in writing, within twenty (20) working days after the close of the hearing and shall be final and binding upon all parties. Any decision shall be within the scope of the Agreement and shall not change any of its terms or conditions.

(c) The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as herein explicitly set forth. The arbitrator shall not have authority to add or to subtract from or modify any of the said terms of the Agreement, or to limit or impair any rights of the Union or rights of management not at issue in the current dispute. The decision of the arbitrator shall be consistent with federal labor laws and regulations, including the National Labor Relations Act.

(d) The costs of the arbitrator shall be borne equally by the parties. Each party shall be responsible for its own witness fees and costs, to include its attorney fees, if any.

Step 4. Employees shall have the right, at any time, to request the assistance of the Shop Steward in the settlement of any grievance. The Shop Steward shall have the right, at any time, to call in a Business Representative of the Union to assist in the settlement of grievances.

Step 5. The Employer shall have the option of utilizing the procedures outlined in Step 3 of the foregoing in the event of a complaint against the Union involving questions of interpretation or application of this Agreement. The Union shall have the right to initiate a grievance at the Step 1 level on behalf of an individually named employee.

21.5 The arbitrator shall have no authority to substitute his/her judgment for that of the Employer concerning the extent of discipline, unless he/she determines that the Employer acted arbitrarily, unlawfully or in violation of the express terms of this Agreement.

ARTICLE 22 - ENTIRE AGREEMENT

22.1 The terms and provisions herein contained shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous and present agreements or understandings, whether written, oral or implied, concerning such subject matter.

22.2 Any oral or written agreement between an Employer and an employee which conflicts with or is inconsistent with this Agreement, or any supplemental agreement hereto, which disestablishes or tends to disestablish the relationship of Employer and Union as stipulated in the Agreement, shall forthwith terminate immediately.

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

22.4 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 May 31, 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. Upon implementation of any modifications of this Agreement, the issues

in dispute shall be immediately submitted to a neutral arbitrator for determination according to the procedures set forth in Article 21, Step 3.

ARTICLE 23 - ECONOMIC PARITY

23.1 During the term of this Agreement, should any other sanitation or recycling company obtain more favorable economic terms and conditions in a contract with I.A.M. District Lodge No. 160, Local Lodge No. 289, 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.

23.2 If, after thirty (30) calendar 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.

23.3 The provisions of this Article shall be suspended with respect to any initial collective bargaining agreement [not to exceed four (4) years] which the Union achieves with a sanitation company that it organizes during the term of this Agreement.

ARTICLE 24 - PERSONS PROHIBITED

24.1 Except in emergencies and for purposes of demonstrations and instruction, the Employer agrees that any and all persons not members of the Union, or not hired in accordance with the provisions of this Agreement, shall be prohibited from performing any kind of work being performed as of September 1, 1999 by members of the Union, or persons eligible to membership in the Union, as long as bargaining unit employees are available and qualified to timely complete the work, except as established by past practice.

ARTICLE 25 - NEW TECHNOLOGY

25.1 If new job classifications are created due to technological changes, the Employer agrees to meet and bargain about the terms and conditions of these new classifications.

25.2 If training and/or electronic or computer type equipment is required by the Employer to perform new duties, it shall be the responsibility of the Employer to furnish such training.

25.3 The parties shall meet each calendar quarter for the purpose of discussing training issues. Neither party shall have an obligation to bargain during these meetings.

ARTICLE 26 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Union recognizes that the Company is an equal opportunity employer, and the Union supports the Company's commitment to equal employment opportunity and affirmative action. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all Employees.

ARTICLE 27 - ABSENTEE POLICY

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

<u>OCCURRENCE</u>	<u>DISCIPLINE</u>
First _____	Verbal Warning
Second _____	Verbal Warning
Third _____	Verbal Warning
Fourth _____	Written Warning
Fifth _____	Written Warning
Sixth _____	Final Written or Suspension
Seventh _____	Suspension
Eighth _____	Termination

27.2 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 (1) occurrence. Tardiness shall count as one-half (1/2) an occurrence if an employee is more than ten minutes but less than thirty minutes and a full (1) occurrence if more than thirty minutes late. Scheduled days off are not treated as an occurrence under this Article.

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

27.4 Employees will be allowed to punch in up to five minutes before their start-time, with the understanding that no work will be expected prior to the start-time.

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

27.6 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.

27.7 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.

27.8 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.26.9 Any employee that does not receive any occurrences during a six-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.26.10

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. The Employer will endeavor to post notice of safety meetings in a conspicuous place at least forty-eight (48) hours in advance where reasonably possible.

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

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

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

27.14 At the time of transition to this Attendance policy, all employees will have all existing occurrences removed from their record.

27.16 Occurrences shall be issued within 10 calendar days of the incident.

27.17 Employees who work for a minimum of one (1) hour of their shift and are sent home by management shall not receive an occurrence.

ARTICLE 28 - EFFECTIVE DATE AND DURATION

28.1 This Agreement will become effective June 1, 2014, except as otherwise provided herein, and shall remain in effect through June 1, 2018. Should either party desire to change, modify or terminate this Agreement on the expiration date of this Agreement, written notice must be given to the other party sixty (60) days in advance of the expiration date, or annual renewal date thereafter. If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year and, in like manner, from year to year thereafter.

SIGNED this 15th day of September, 2014.

RABANCO, LTD.

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160,
LOCAL LODGE NO. 289

BY: [Signature]

BY: Paul G. Miller

TITLE: Vice President

TITLE: BUSINESS REPRESENTATIVE

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 Lynnwood, Rabanco Recycling Co., RDC Third & Lander, Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal (hereinafter referred to as the "Employer"), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289 (hereinafter referred to as the "Union"). The Employer and Union agree to the following:

1. Curt Cutler (Effective June 1, 2007) and Paul Shong will be red-circled at the Journeyman Mechanics rates of pay with the same increases each year as outlined in the Collective Bargaining Agreement.
2. Lube Technicians at Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal shall be paid at the apprenticeship rate of pay for the first two (2) years of employment and thereafter at eighty (80%) percent of the Journeyman rate of pay as outlined in Article 4 – Classifications and Minimum Rates of Pay. The Employer may hire not more than one (1) Lube Technician for every six Journeymen employed at this Shop and no current employee may be reclassified for this new classification. If the number of Journeymen is less than twelve (12) but six (6) or more then only one person may be classified as a Lube Technician. If there is less than six (6) Journeymen there shall be no Lube Technicians.
3. Notwithstanding any other provisions of this Agreement, Lube or Service Technicians represented by Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters and covered by a Collective Bargaining Agreement with the Employer, may perform service technician work on any commercial fleet vehicle at the Employer's facilities located at 54 S. Dawson Street, Seattle, Washington.
4. The Allied Waste Services of Kent and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal operations shall in all ways be considered a single unit under this Agreement, with a single, combined seniority list.
5. The Employer and Union acknowledge the importance of allowing employees to have an uninterrupted meal period, while also acknowledging the

importance of the need to timely respond to emergencies. The Employer will use its best efforts to minimize interruption of an employee's meal period. In the event the Union believes that there is an abuse of this mutual intent, the Employer and Union agree to meet to determine an equitable solution.

6. In the event customer demands or government entities require the Employer to establish Sunday as a regular work day, the Employer agrees to negotiate with the Union over the number of employees necessary to meet the required needs and how such position(s) will be staffed. If the parties are unable to reach an agreement, the dispute will be submitted to binding arbitration in accordance with Article 21, Grievance Procedure. It is mutually agreed that Sunday staffing will be part of, and consistent with, the established parameters of a four or five-day work week.

SIGNED this 15th day of September, 2014.

RABANCO, LTD.

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160,
LOCAL LODGE NO. 289

BY: [Signature]

BY: Paul G. Miller

TITLE: Vice President

TITLE: BUSINESS REPRESENTATIVE