

MASTER AGREEMENT

By and Between

RABANCO LTD.

And

GENERAL TEAMSTERS UNION LOCAL NO. 38

And

GENERAL TEAMSTERS LOCAL UNION NO. 174

**Affiliated With The
International Brotherhood of Teamsters**

This Master Agreement by and between **Rabanco Ltd. d/b/a Allied Waste Services of Lynnwood/Republic Services of Lynnwood, Rabanco Ltd. d/b/a Allied Waste Services of Bellevue/Republic Services of Bellevue, Allied Waste Services of Seattle/Republic Services of Seattle, Allied Waste Services of Kent/Republic Services of Kent, Regional Disposal Company [RDC Intermodal] and Kent-Meridian Disposal Company d/b/a Kent-Meridian Disposal/Allied Waste Services of Kent/Republic Services of Kent and RABANCO LTD. D/B/A Rabanco Recycling Company** (hereinafter collectively referred to as the “Employer”) and **General Teamsters Union Local No. 38, General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America** (hereinafter “the Union”), shall apply to the employees who worked for each of the aforementioned companies in classifications covered by this Agreement as separate bargaining units and become effective commencing ~~April 1, 2016~~ **February 1, 2021** and shall continue in force and effect through January 31, ~~2021~~ **2026**, and also thereafter, on a year to year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written “Notice of Opening” not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. “Notice of Opening” is nowise intended as “Notice of Termination”.

(T/A – 1/30/21)

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

ARTICLE 10 - SCALE OF WAGES

10.01 Classifications and Rates of Pay.

<u>Driver: Current</u>	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>
\$30.09	\$30.59	\$31.34	\$32.34	\$33.34	\$34.09
	(.50)	(.75)	(1.00)	(1.00)	(.75)
<u>Transfer Driver:</u>					
\$25.75	\$26.25	\$27.00	\$28.00	\$29.00	\$30.00
	(.50)	(.75)	(1.00)	(1.00)	(1.00)
<u>Container Delivery:</u>					
\$24.20	\$24.70	\$25.45	\$26.45	\$27.45	\$28.20
	(.50)	(.75)	(1.00)	(1.00)	(.75)

<u>Driver:</u>	<u>2/1/21</u>	<u>8/1/21</u>	<u>2/1/22</u>	<u>8/1/22</u>	<u>2/1/23</u>	<u>2/1/24</u>	<u>2/1/25</u>
<u>Current</u>							
\$34.09	\$34.84	\$35.34	\$36.09	\$36.59	\$37.59	\$38.84	\$40.09
	(\$.75)	(\$.50)	(\$.75)	(\$.50)	(\$ 1.00)	(\$ 1.25)	(\$ 1.25)
<u>Transfer Driver:</u>							
\$30.00	\$30.75	\$31.25	\$32.00	\$32.50	\$33.50	\$34.75	\$36.00
	(\$.75)	(\$.50)	(\$.75)	(\$.50)	(\$ 1.00)	(\$ 1.25)	(\$ 1.25)
<u>Container Delivery:</u>							
\$28.20	\$28.95	\$29.45	\$30.20	\$30.70	\$31.70	\$32.95	\$34.20
	(\$.75)	(\$.50)	(\$.75)	(\$.50)	(\$ 1.00)	(\$ 1.25)	(\$ 1.25)

(T/A – 1/30/21)

ARTICLE 12 - HEALTH AND WELFARE, DENTAL AND VISION BENEFITS

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

12.01.1 **HEALTH AND WELFARE** – Effective ~~April 1, 2016~~ **February 1, 2021**, the Employer agrees to pay ~~\$1553.80~~ **\$1,657.60** per month for the below listed plans for the **duration of this Agreement**:

Teamster-Medical Plan “A”
Teamster-Dental Plan “A”
Teamster-Vision EXT Plan
Teamster-Short Term Disability “E”
Teamster-Nine Month Waiver of Premiums
Teamster-Life Insurance “A”

(T/A – 1/30/21)

12.01.2 **Effective January 1, 2022**, ~~the~~ Employer agrees to pay ~~the following additional amounts~~ **any increases necessary to maintain** for the above listed plans, and also agrees to maintain the total cost of the RWT Plus **“XL”** Plan in Section 12.01.4 below:

(T/A – 1/30/21)

~~— Effective January 1, 2017, the Employer agrees to pay an additional \$124.30 per month or \$0.72 cents per hour for the above listed plans.~~

~~— Effective January 1, 2018, the Employer agrees to pay an additional \$134.25 per month or \$0.77 cents per hour for the above listed plans.~~

~~— Effective January 1, 2019, the Employer agrees to pay an additional \$144.99 per month or \$0.84 cents per hour for the above listed plans.~~

~~— Effective January 1, 2020, the Employer agrees to pay an additional \$156.59 per month or \$0.90 cents per hour for the above listed plans.~~

~~— Effective January 1, 2021, the Employer agrees to pay an additional \$169.11 per month or \$0.98 cents per hour for the above listed plans.~~

12.01.3 ~~— Any unused portions of the above listed negotiated caps shall be diverted to pension, to be used as outlined in Section 13.07 below or health & welfare in the following manner: Effective January 1, 2017, leftover monies if any, shall be rolled over and added to the amounts listed in January 1, 2018 and shall be available for any increases in health & welfare and pension as outlined in Section 13.07 below.~~

~~Effective January 1, 2018 any leftover monies shall be rolled over and added to the amounts listed in January 1, 2019 and shall be available for any increases in health & welfare and pension as outlined in Section 13.07 below.~~

~~Effective January 1, 2019 any leftover monies shall be rolled over and added to the amounts listed in January 1, 2020 and shall be available for any increases in health & welfare and pension as outlined in Section 13.07 below.~~

~~Effective January 1, 2020 any leftover monies shall be rolled over and added to the amounts listed in January 1, 2021 and shall be available for any increases in health & welfare and pension as outlined in Section 13.07 below.~~

Unused amounts, if any, at the end of the contract term shall revert back to the Employer.

12.01.43 Employees will pay a total of ~~\$30.00~~ **\$50.00** per month in a lump sum pre-tax payroll deduction for this Health and Welfare Package for the entire term of this Agreement regardless of the increase in the Employer’s contribution in succeeding years, unless the Employer’s contribution in a particular year is insufficient to cover increases required by the Trust, in which case the employees will pay the difference in a lump sum pre-tax deduction.

(T/A – 1/30/21)

12.01.54 RETIREE’S HEALTH AND WELFARE – Effective ~~January 1, 2016~~ **February 1, 2021**, the Employer agrees to pay \$94.85 **one hundred seventy-five dollars and no cents (\$175.00)** per month and agrees to pay any increase in cost to maintain the RWT plus **“XL” Plan** **for the duration of this Agreement.**

(T/A – 1/30/21)

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

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

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

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

12.04 **03** If the Employer is delinquent in payments, the Employer shall be notified by the Union and shall have fifteen (15) days to pay the amount due. Continued delinquency shall cause the Employer to be liable for the payment of any claims incurred by employees or dependents during such delinquency.

~~12.05~~ **04** The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

~~12.06~~ **05** During the term of this Agreement, if health and welfare benefits provided herein are subject to mandatory modification by the Washington Health Service Act of 1993, or other state or federal regulation, the parties shall enter into negotiations regarding such required modifications.

ARTICLE 13 – PENSION

~~13.01~~ Effective April 1, 2015, the Employer shall pay a total of seven dollars and eighty one cents (\$7.81), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

Effective July 1, 2020, the Employer shall pay a total of nine dollars and twenty-five cents (\$9.25), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$6.70	\$1.11	\$7.81
<u>\$7.94</u>	<u>\$1.31</u>	<u>\$9.25</u>

~~13.01.1~~ Effective April 1, 2016, the Employer shall pay a total of eight dollars and six cents (\$8.06), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

Effective August 1, 2021, the Employer shall pay a total of nine dollars and eighty-one cents (\$9.81), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$6.92	\$1.14	\$8.06
<u>\$8.42</u>	<u>\$1.39</u>	<u>\$9.81</u>

(T/A – 1/30/21)

~~13.01.2 Effective April 1, 2017, the Employer shall pay a total of eight dollars and thirty one cents (\$8.31), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2022, the Employer shall pay a total of ten dollars and six cents (\$10.06), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.13	\$1.18	\$8.31
\$8.64	\$1.42	\$10.06

(T/A – 1/30/21)

~~13.01.3 Effective April 1, 2018, the Employer shall pay a total of eight dollars and forty six cents (\$8.46), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2023, the Employer shall pay a total of ten dollars and fifty-six cents (\$10.56), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.26	\$1.20	\$8.46
\$9.07	\$1.49	\$10.56

(T/A – 1/30/21)

~~13.01.4 Effective April 1, 2019, the Employer shall pay a total of nine dollars and no cents (\$9.00), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2024, the Employer shall pay a total of eleven dollars and six cents (\$11.06), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.73	\$1.27	\$9.00
\$9.49	\$1.57	\$11.06

(T/A – 1/30/21)

13.01.5 Effective July 1, 2020, the Employer shall pay a total of nine dollars and twenty-five cents (\$9.25), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

Effective August 1, 2025, the Employer shall pay a total of eleven dollars and fifty-six cents (\$11.56), including PEER/80 per hour into the Western Conference of Teamsters Pension Trust Fund for each member of the bargaining unit excluding transfer drivers and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.94	\$1.31	\$9.25
\$9.92	\$1.64	\$11.56

(T/A – 1/30/21)

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

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

~~13.03 Transfer Drivers. Effective April 1, 2015, the Employer shall pay a total of six dollars and seven cents (\$6.07), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Locals 38 & 174 Transfer Drivers and Local 38 Drivers, Dispatchers and Container Delivery Drivers. Effective July 1, 2020, the Employer shall pay a total of nine dollars twenty-five cents (\$9.25), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$5.70	\$.37	\$6.07
\$8.69	\$0.56	\$9.25

~~13.03.1 Effective April 1, 2016, the Employer shall pay a total of eight dollars and six cents (\$8.06), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2021, the Employer shall pay a total of nine dollars and eighty-one cents (\$9.81), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.57	\$0.49	\$8.06
\$9.21	\$0.60	\$9.81

(T/A – 1/30/21)

~~13.03.2 Effective April 1, 2017, the Employer shall pay a total of eight dollars and thirty one cents (\$8.31), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2022, the Employer shall pay a total of ten dollars and six cents (\$10.06), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.80	\$0.51	\$8.31
\$9.45	\$0.61	\$10.06

(T/A – 1/30/21)

~~13.03.3 Effective April 1, 2018, the Employer shall pay a total of eight dollars and forty-six cents (\$8.46), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2023, the Employer shall pay a total of ten dollars and fifty-six cents (\$10.56), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$7.94	\$0.52	\$8.46
\$9.92	\$0.64	\$10.56

(T/A – 1/30/21)

~~13.03.4 Effective April 1, 2019, the Employer shall pay a total of nine dollars and no cents (\$9.00), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2024, the Employer shall pay a total of eleven dollars and six cents (\$11.06), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$8.45	\$0.55	\$9.00
\$10.39	\$0.67	\$11.06

(T/A – 1/30/21)

~~13.03.5 Effective July 1, 2020, the Employer shall pay a total of nine dollars and twenty-five cents (\$9.25), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.~~

Effective August 1, 2025, the Employer shall pay a total of eleven dollars and fifty-six cents (\$11.56), including PEER/84 per hour into the Western Conference of Teamsters Pension Trust Fund for each transfer driver member of the bargaining unit and those probationary employees who have been continuously employed for more than ninety (90) calendar days for each hour for which compensation is paid not to exceed the first two thousand and eighty (2080) hours per calendar year.

<u>Base</u>	<u>PEER</u>	<u>Total</u>
\$8.69	\$0.56	\$9.25
\$10.85	\$0.71	\$11.56

(T/A – 1/30/21)

For transfer driver probationary employees hired on or after April 1, 2000, the Employer will pay an hourly contribution rate of ten cents (\$.10), including one cent (\$.01) for PEER/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 full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Section for other bargaining unit employees.

13.04 PEER/84. The contributions required to provide the PEER/84 will not be taken into consideration for benefit accrual purposes under the Plan. The additional, contribution for PEER/80 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

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

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

~~13.07 In the event that additional Pension Protection Act (PPA) payments or contributions of any kind to the Pension Fund are required by law or are mandated by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments. If an additional PPA payment is required and is greater than the negotiated pension increase for that year, the pension contribution rate will not be increased in that year. If an additional PPA payment is required but is less than the negotiated pension increase for that year, then the pension contribution shall be increased by the difference between the negotiated rate and the additional required payment. Under no circumstance shall there be a reduction in the hourly pension contribution rate.~~

~~(T/A – 1/30/21)~~

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

(T/A – 1/30/21)