

AGREEMENT

By and Between

RECOLOGY ~~CLEANSCAPES~~ KING COUNTY INC.

And

~~CLEANSCAPES~~ KING COUNTY INC. d/b/a **STREETSCAPES**

And

RECOLOGY ~~CLEANSCAPES~~ KING COUNTY INC. **RECYCLE CENTER**

And

GENERAL TEAMSTERS LOCAL UNION NO. 174

**Affiliated With The
International Brotherhood of Teamsters**

This Agreement by and between Recology ~~CleanScapes~~ King County Inc., ~~CleanScapes~~ King County Inc. d/b/a StreetScapes and Recology ~~CleanScapes~~ King County Inc. Recycle Center (hereinafter collectively referred to as the "Employer") and General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter "the Union"), shall be effective commencing ~~December 5, 2015~~ April 1, 2021 and shall continue in force and effect through March 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 – 3/26/21)

If this 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.

PREAMBLE

The following are classifications of employees recognized under this Agreement: WRS, Container Delivery, Operations Controller, **Driver Assistant**, Janitorial, Sorter, Equipment Operator, ~~and Weighmaster,~~ **Operations Data Analyst, Data Quality and GIS Specialist.** Unless specifically stated otherwise in this Agreement the terms and conditions of this Agreement shall apply to each of the aforementioned classifications.

(T/A Housekeeping – 3/18/21) (Re T/A'd – 3/23/21)

The term "employees" 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 will apply to the female gender as well.

Unless otherwise specified in this Agreement, days shall mean calendar days.

The Employer shall not in any way intimidate, harass, coerce any employee in the performance of their duties. The Employer shall not retaliate against employees for exercising rights under this Agreement. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

(T/A – 3/22/21)

ARTICLE 1 - UNION MEMBERSHIP

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

1.01.1 If the Employer hires employees in the job classifications covered by this Agreement for additional operations located within King County, including but not limited to sanitation and recycling operations under contract with the City of Seattle, these employees will be covered by this Agreement.

1.02 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following employment or the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union, through its Business Agent, delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section, after proper notification to the employee is given by the Union. Further, any liberalization from the Union's point of view which may be in the Union shop provision as defined in the Labor Management Relations Act, either by Congressional Amendment or Judicial Decision, shall be adopted by the parties and made a part of this Agreement. "Good Standing" shall be defined as the tendering of uniformly required dues and initiation fees. The Union agrees to hold harmless the Employer for any and all action taken by the Employer in response to the Union's direction.

1.03 Two (2) times per year (May 1 and November 1) the Employer shall submit to the Union a list of names of all employees in the bargaining unit stating each employee's initial date of hire.

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

1.05 The Employer, upon voluntary written authorization from the employee, shall deduct from the first (1st) paycheck received by said employee each month, the regular monthly dues, initiation fees and assessments and promptly remit the same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following month. The amount of such monthly dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees will be split so as to provide for five (5) equal payments of fifty dollars (\$50), one from the first (1st) pay period after completion of thirty (30) days of employment, and equal amounts in the following four (4) pay periods until the fees have been paid. In the event of a change in the amount of the initiation fee, the parties will determine the new fixed amount by dividing the total initiation fee by five.

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

1.07 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

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

1.09 D.R.I.V.E. (**Democrat, Republican, Independent, Voter Education**) The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democratic Republican Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. In the event the Employer and the International are unable to reach agreement on the cost for reimbursement, this section shall be null and void.

(T/A Housekeeping – 3/4/21)

1.10 The Employer agrees to supply and provide suitable space for the Union bulletin board. Postings by the Union on such board are to be confined to official business of the Union, and on the Union's official letterhead. Posted material shall not be inflammatory or derogatory toward the Employer.

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

(T/A Moved from 25.09 – 3/4/21)

1.12 The Union, through a Shop Steward, shall have up to thirty (30) minutes following the Employer's new hire orientation program to meet with new Union represented employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. The meeting will take place as soon as operationally feasible but, in all cases, the same day as the employee's orientation day.

(T/A – 3/18/21)

ARTICLE 2 – JOB DESCRIPTIONS AND BIDDING

2.01 WRS employees work in one of three lines of business, either roll-off, commercial, or residential. It is understood that assignment to a line of business does not preclude an employee from occasionally being assigned work in other lines. **All \ominus openings or vacancies in any line of business or in Container Delivery or Janitorial (Streetscapes), shall be bid with the most senior bidder being assigned the route. An employee may exercise their seniority under this section two (2) times in a twelve (12) month period within a Line of Business and two (2) times in a twelve (12) month period between a Line of Business.**

(T/A – 3/18/21)

~~**AQUIRING NEW CITY CONTRACT EXCEPTION:** Displaced employees who choose to transfer to Recology CleanScapes as a result of their Company losing a city contract shall be allowed to stay with the route or the approximate route they were servicing. Remaining openings shall be bid with the most senior bidder being assigned the route. The opening created as the result of this bid, if any, shall be filled by the most senior employee who bids the position for one (1) additional move. Thereafter the next vacant route shall be filled by the most senior Extra who desires that route.~~
(T/A Housekeeping Moved to 2.01.4 – 3/4/21)

2.01.1 Bids shall be posted immediately for not less than six (6) working days. The bid posting shall include a brief description of the route including the route number and start time, the workweek schedule and the line of business. All bids will be awarded by the next business day and the successful bidders will be assigned within twenty (20) working days (Monday through Friday) of selection as long as the successful bidder being assigned the route is actually training their replacement. Otherwise the bid shall be assigned the first day the successful bidder is no longer training their replacement. **On the day and at the time the Employer posts a bid the Employer will notify the Shop Steward(s) at the location(s) affected.** Any violation of this Section **2.01.1** shall be subject to Article 21, Settlement of Disputes. ~~Any dispute found to be in favor of the employee will result in the bid employee receiving Floater pay for all hours worked until compliance.~~ **Any continued violation of more than twenty (20) working days shall result in the aggrieved employee receiving time and one-quarter (1.25X) for all hours worked until corrected.**

(T/A – 3/23/21)

~~2.01.42~~ After successfully bidding and being assigned the bid route, an employee **shall not be** pulled off their route to cover other routes **without the employee's consent.** **In this case, no bid employee may consent when there are Floaters to perform such work. Employees who are violated under this Section shall receive time and one-half for all hours worked.** ~~shall be compensated as a Floater for that day or days except for Container Delivery in cases where the employee has completed the route for the day and with the expectation that routes are not geographically based.~~

(T/A – 3/22/21)

2.01.23 **The Employer shall make available training on routes or equipment to interested employees who successfully bid a new route or equipment.** Bid Employees shall be subject to a ~~thirty (30)~~ **twenty (20) consecutive working day training and trial evaluation period.** If **at the end of the twenty (20) consecutive working day period the employee is** not performing to the Employer's satisfaction, they shall be returned to their prior position, with prior notice to the Union. **The trial period shall only apply to employees moving to a different line of business or equipment.** Any dispute by the employee is subject to Article 21, Settlement of Disputes.

(T/A – 3/22/21)

2.01.4 ACQUIRING NEW CITY CONTRACT EXCEPTION: Displaced employees who choose to transfer to Recology CleanScapes **King County Inc.** as a result of their Company losing a city contract shall be allowed to stay with the route or the approximate route they were servicing. Remaining openings shall be bid with the most senior bidder being assigned the route. The opening created as the result of this bid, if any, shall be filled by the most senior employee who bids the position for one (1) additional move. Thereafter the next vacant route shall be filled by the most senior Extra who desires that route.

(T/A Housekeeping Moved from 2.01 Above – 3/4/21)

2.02 All openings in the classifications of Operations Controllers, **Driver Assistant, Janitorial, Sorter, Equipment Operator, and Weighmaster, Operations Data Analyst, Data Quality and GIS Specialist,** shall be bid with the most senior bidder in that classification being assigned the position. Bids shall be posted immediately for not less than six (6) working days. The bid posting shall include a brief description of the start time, workday, workweek schedule and shift **designation (day shift or night shift)**. All bids will be awarded by the next business day and the successful bidders will be assigned within five (5) working days (Monday through Friday) of selection.

(T/A – 3/18/21) (Re T/A'd – 3/23/21)

2.03 Floater. The Employer ~~will create~~ **shall at all times maintain** a Floater pool consisting of at least twenty-~~five~~ **percent (2025%)** of the combined number of Commercial and Roll-Off drivers **and Ops Control** (rounding to the nearest whole number) ~~but no less than fifteen (15) Floaters unless there is a loss of a major City at which point the minimum number remains at least twenty percent (20%).~~ **Floaters shall be trained on all types of equipment and areas by seniority, upon written request.** The minimum shall not apply if posted positions are not filled. The Floater positions will be in the Commercial area of operation, and will be used to fill in as necessary on Commercial and Roll-off routes, in addition to performing Residential work if necessary. Floaters are to be used to fill in for employees due to vacations, sick leave, medical or personal leaves of absence, seasonal fluctuations, etc. **Floaters shall also be trained and used to fill in for Operations Control absences as described herein.** They shall not be used to avoid filling a permanent vacancy. Openings in the Floater position will be bid. The bid posting shall include the workweek schedule and whether the assignment is day shift or night shift. The most senior employee ~~with three or fewer occurrences and no more than one preventable accident during the previous twelve calendar months (as of the date of the bid) shall receive the position. Preventable accidents that have been grieved will not be considered in the twelve month calculation until the grievance process has been completed. In the event the grievance is denied, the Employer may either leave the employee in place as a Floater or replace the employee.~~ A Floater will receive an additional ~~five percent (5%)~~ **ten percent (10%)** per hour. ~~An employee bidding into the Floater position may not voluntarily leave the Floater position for at least one year.~~

(T/A – 3/22/21)

2.03.1 Floaters will choose their assignments by seniority for all previously scheduled absences less than three months. If the floater is covering a route for a previously scheduled absence, the floater shall remain on that route for the duration of the workweek and shall have the option to remain on that route for the duration of the absence. Unknown absences, which occur same day, shall be covered based on operational necessity.

(T/A – 3/22/21)

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

(T/A – 3/18/21)

2.04 Extra Employees. Extra employees are defined as employees in this bargaining unit who substitute for other employees and have no regular assignment. If an Extra fills in on Commercial or Roll-Off and the Employer is below the minimum threshold outlined in Section 2.03 above for the Floater Pool the Extra will receive an additional five percent (5%) **ten percent (10%)** per hour while performing that work.

(T/A – 3/18/21)

2.04.1 Driver Assistant. A Driver Assistant is an employee that assists a Commercial, Residential, Container Delivery or Modified Duty driver. Driver Assistants shall be limited to no more than ten (10%) of the total number of Commercial, Residential and Container Delivery drivers combined. Working with a Driver Assistant shall be on a voluntary basis. No Commercial, Residential, Container Delivery or Modified Duty driver shall have their route or area changed as a result of this newly negotiated position. Driver Assistants shall be restricted to non-driving duties. Driver Assistants shall not work independent of a Commercial, Residential, Container Delivery or Modified Duty driver. Any violation of any of these provisions shall result in the Driver Assistant being compensated at the Top Rate of pay in the relevant classification for all guaranteed hours, each day, until the violation is corrected.

(T/A – 3/22/21)

2.04.2 Seniority shall determine start-time and available assignment each day.

(T/A – 3/23/21)

2.04.3 Driver Assistants are guaranteed forty (40) hours work or pay each week. Driver Assistants shall start and end their day at the same location as the driver they are assigned to assist and shall receive the same daily guarantee of work or pay (8 or 10) each day. They shall be relieved of duty when the assigned driver completes their day. Driver Assistants who desire additional hours may continue to work but shall not be required. Driver Assistants will be covered by all provisions of this Agreement unless specifically stated otherwise.

(T/A – 3/22/21)

2.04.4 Driver Assistants that have satisfied the CDL requirements shall be given the opportunity by Company seniority to fill full-time WRS openings before hiring from the outside.

(T/A – 3/22/21)

2.04.5 Driver Assistants who desire to be trained as a WRS employee shall notify the Employer in writing. The notification shall confirm that the employee has already obtained a Class B CDL Instruction Permit, completed a general knowledge test and completed required testing to have the airbrake restriction removed and obtained a DOT Medical Certification Card. The employee must also provide the Employer with a current, acceptable Motor Vehicle Record report. At least once each three (3) months, the Employer will make training available for at least the three (3) most senior such employees. The required classroom training, if any, and all other training shall be on paid time at the employee's regular rate. Upon successful completion of the training, the employee is responsible for obtaining and passing the required third-party independent testing and obtaining a certificate of completion.

(T/A – 3/22/21)

2.04.6 Driver Assistants shall not be permitted to ride or hang onto the rear or sides of the truck while the vehicle is moving. When backing, Driver Assistants shall stand in a location where visible by the driver and providing backing assistance.

(T/A – 3/22/21)

2.05 Extras are to be used to fill in for employees due to vacations, sick leave, medical or personal leaves of absence, seasonal fluctuations, etc. They shall not be used to avoid filling a permanent vacancy.

2.06 Container Delivery employees are defined as those employees who deliver and remove and assist in the repair and maintenance of containers / totes / carts and other related duties.

2.06.1 Container Delivery Drivers that have satisfied the CDL requirements shall be given the opportunity by Employer seniority to fill full-time WRS openings before hiring from the outside.

2.07 Operations Controllers. Operations Controllers are defined as those employees whose primary function and assignment is to answer radio requests from collections and deliveries field staff about contacting a customer, the status of a collection, or other relevant collection information. The Operations Controllers dispatch information to the field and direct field work at the request of others or based on work order status, liaison with municipalities as directed by the Employer, communicate with customers to ensure timely service and perform other duties as may be assigned.

2.07.1 Data Quality Specialists. Data Quality Specialist(s) receive(s) daily field data and associated route information, scheduled services and work orders and ensures they are accurately recorded. Verifies that daily collection routes are properly documented in the customer and operations data base. Works with drivers, and others to ensure that service has been completed and reports are accurate. Reviews video footage from the trucks to research and document any issues.

(T/A Moved from MOU – 3/4/21)

2.07.2 GIS Specialists. Uses routing systems to assist in building, maintaining, and otherwise modifying routes. Updates and maintains Graphical Information System (GIS) base maps for accuracy e.g. reflects one-way streets, dead-ends. Works with drivers, and others to ensure that routing information is accurate, efficient and current.

(T/A - Moved from MOU and Modified – 3/4/21)

2.08 Janitorial employees (StreetScapes) are those employees whose primary functions are biohazard cleanup, graffiti removal, pressure washing, street cleaning, and operation of necessary equipment related to the performance of any of these functions, and set up, removal and clean up functions related to special events including staffing such events.

2.08.1 SPECIAL EVENTS: Available event work, including the delivery, set up and removal of toters and any other janitorial-related work needing to be performed during an event, will be assigned to employees that have indicated an interest in performing the work in seniority order. Every four (4) weeks (from March through September), the Employer shall post a list of scheduled events for the following four (4) weeks for which additional help may be required. The posting shall remain up for ten (10) calendar days. Employees may sign up for any event(s) that they would like to work, indicating which day(s) of multi-day event they would be available to work and which shifts (day or evening) they would be available to work. The Employer will utilize the sign up sheets to assign event work for the following four (4) weeks in seniority order, making the initial assignment to the most senior employee and continuing down the seniority list (and repeating same if necessary) until all event work has been assigned. In making the assignments for event work, the Employer will use its best efforts to ensure an employee does not work for more than thirteen (13) consecutive days.

The Employer shall make a good faith effort to equalize the event work among employees that are involuntarily assigned. Event work arising after the bid posting that cannot be performed by employees regularly scheduled that day shall be assigned by the Employer to regular employees available to perform the work. Event work arising after the bid posting and for which the Employer has at least seven (7) days notice will be posted for 48 hours and awarded to the most senior employee. If there is not seven (7) days advance notice, the Employer will offer and award the assignment in seniority order. If there are insufficient volunteers for an event, the work shall be offered to employees on layoff, prior to assigning in inverse seniority order among regular employees. Prior to making an involuntary assignment, the Employer, ~~with prior approval of the Union, may~~ **will post a sign-up list for extra work to all** ~~utilize other~~ **interested employees working under this Agreement. The Employer will select, in Company seniority order and on a temporary basis, employees interested in performing such work. In this case employees utilized will remain assigned to their primary seniority list.** Requests for approval will not be unreasonably withheld.

(T/A – 3/22/21)

2.09 Sorters are defined as those employees whose primary function is to sort material (i.e. paper, plastic, metal, glass, cardboard, refuse, etc.) deposited at the MRF.

2.09.1 Sorter Laborers are defined as those employees whose primary function is to spot or direct traffic, pick up litter, metal and / or other recyclable materials, move and or construct wind fences and to perform other general laborer duties at the MRF.

2.09.2 Sorter Cleaners are those employees whose primary function is to provide cleaning and janitorial services on the equipment or the premises.

2.10 Equipment Operators are those employees who operate a Forklift, Loader, Skid Loader, Baler or other related equipment or who work in the control room operating the sort line at the MRF.

2.11 Weighmaster is an employee who works in the Scale house tracking inbound and outbound loads at the MRF.

2.12 Employees will provide a fair day's work for their fair days pay and work with purpose.

2.13 An employee on vacation or leave of absence during the period a bid is posted shall not be deprived of the opportunity to exercise his/her seniority provided however, bids must be submitted within the defined bidding period. It shall be the responsibility of the driver to advise his/her steward or someone else to notify him/her of job openings he/she might be interested in. Any employee who signs another employee's name on the bid list shall sign their name indicating such.

ARTICLE 3 - TIME CLOCKS

3.01 ~~Whenever possible, the Employer shall install time clocks at locations where employees report for work. Each employee shall have an electronic time card and shall swipe in and out in a timely manner. Electronic time cards must be swiped or time recorded, by the employee named on the card only.~~ **Employees are responsible to record their own start and end times each day on a device supplied by the Employer.**

(T/A – 3/18/21)

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

(T/A – 3/18/21)

3.03 ~~If swipe type machines are utilized to record time,~~ **The Employer agrees that the clock in and clock out** system will provide employees with a daily record.

(T/A – 3/4/21)

3.04 Upon request the Employer will provide a weekly detail of hours worked.

3.05 Recording Time: Employees must record their actual time worked. Depending upon an employee's position and location, work time may be recorded by computer, handwritten documents or on pre-printed time sheets. Each employee is responsible for maintaining his or her own time record. Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Employees must also record any departure from work for any non-work-related reason. Should an employee fail to record his or her time, or should a known error occur, the matter should be reported to a supervisor.

3.05.1 Falsifying and/or tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination.

ARTICLE 4 - NO STRIKE OR LOCKOUT

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

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

ARTICLE 5 – HOLIDAYS

5.01 The following eleven (11) days are holidays:

January 1

MLK Day

Memorial Day (Last Monday of May)

July 4

Labor Day (First Monday of September)

Thanksgiving Day

Christmas Day

(4) **(5)** Floating Holidays

~~(1) Floating Holiday (Effective January 1, 2017)~~

(T/A – 3/25/21)

5.02 Floating holidays and requests for single day vacation will be selected by employees upon completion of the vacation selection process and shall not be subject to the same limitations applicable for vacation selection. There shall be a minimum of one (1) employee from each job group by shift, allowed off each day above the ~~eight percent (8%)~~ **ten percent (10%)** threshold for vacation. After the selection process, requests for scheduling a floating holiday and single day vacation will be granted in the order they are received provided the employee gives at least ~~seven (7) days'~~ **twenty-four (24) hours'** notice to the Employer, unless mutually agreed otherwise. Requests to schedule a floating holiday or single day vacation after the vacation selection process with less than ~~seven (7) days'~~ **twenty-four (24) hours'** notice are subject to the Employer's operational needs. Unused Floating holidays will be cashed out by employees at the completion of the calendar year.

(T/A – 3/23/21)

5.03 All employees with seniority shall be paid for all holidays. If a holiday occurs during an employee's vacation, the employee shall receive holiday pay in addition to vacation pay. In order to be eligible for holiday pay, employees must work their last scheduled workday immediately preceding and their first scheduled workday immediately following the holiday, as well as the holiday if scheduled, unless excused in advance by the Employer **or the absence is considered protected leave.** Employees on layoff or unpaid leave of absence are not eligible for holiday pay.

(T/A – 3/18/21)

5.04 No work shall be performed on **MLK Day**, Thanksgiving Day, Christmas Day and January 1 unless such work is necessary in roll off or commercial lines of business. If such work is necessary, it will be offered to senior employees in the applicable line of business and will be paid at double-time in addition to holiday pay. In the event there are insufficient volunteers, the work will be assigned to employees in the applicable line of business on an inverse seniority basis, provided the employee is paid double-time in addition to holiday pay. If a holiday that is not worked falls on an employee's normal workday and is not worked by the employee, the following Saturday [first (1st) regular day off except Sunday for employees working four (4), ten (10) hour shifts] shall be a normal workday (guarantees apply) and be paid at time and one half the normal straight-time rate of pay. An employee must work the Saturday [first (1st) regular day off except Sunday for employees working four (4), ten (10) hour shifts] in order to receive the holiday pay, unless excused by the Employer **or prohibited by law.**

(T/A – 3/25/21)

5.05 All eligible employees shall receive eight (8) hours of holiday pay for each of the ~~eleven (11)~~ **twelve (12)** above-listed holidays, including floating holidays, except that an employee on a 4/10 shift will receive ten (10) hours of holiday pay for a holiday, **including floating holidays** that the employee normally would work but does not because it is a scheduled day off, ~~and is not able to be made up on the following Saturday [first (1st) regular day off except Sunday for employees working four (4), ten (10) hour shifts] pursuant to Section 5.04.~~ Work performed on holidays shall be compensated at the straight-time rate, with the exception that overtime on holidays shall be **paid at** time and one-half (1-1/2), and work on **MLK Day**, Thanksgiving Day, Christmas Day and New Year's Day shall be paid in accordance with Section 5.04 above. All holiday work carries an eight (8) hour guarantee if on a five (5) eight (8) shift and ten (10) hour guarantee if on a four (4) ten (10) shift.

(T/A – 3/25/21)

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

ARTICLE 6 - HOURS OF WORK/OVERTIME

6.01 Employees with seniority shall be guaranteed **schedules, in the same line of business of** five (5) consecutive days of work (for employees on a 5/8 schedule), or four (4) days of work (for employees on a 4/10 schedule), and forty (40) hours per week, when work is available. All time worked over forty (40) hours in any workweek, and/or eight (8) hours in any day (10 hours if a 4/10 workweek) shall be compensated at time and one-half (1-1/2). Overtime and premium pay shall not be compounded or pyramided.

(T/A – 3/18/21)

6.01.1 Employees who complete their bid assignment for the day and are forced to continue to work, shall immediately move to double-time (2X) regardless of the hours they have worked. The employee shall receive their guaranteed daily straight time hours plus double time (2X) for all hours worked covering the additional work that day. This shall not apply due to breakdowns, employees who leave work early due to an accident, illness or injury which occurred after the start of their shift, or other reasons preventing the employee from completing their assigned work that day. This shall also not apply in the event of extraordinary unscheduled absences beyond the Employers control and agreed to by the Union. The Union will not unreasonably withhold their agreement.

(T/A – 3/23/21)

6.02 There shall be no three (3) day or less routes, ~~where routes can be combined or adjusted, with reasonable effort, to provide a four (4) or five (5) day workweek route. The Employer shall make good faith reasonable efforts to comply with this understanding. The weekly hours guarantee shall not apply in cases where three (3) day or less routes are established. The Union may challenge the establishment of such short routes through the Settlement of Disputes provisions if it can establish that the Employer can economically, efficiently, and operationally combine such routes so as to establish four (4) or five (5) day routes.~~

(T/A – 3/17/21)

6.03 There shall be an unpaid lunch break of not less than one half (1/2) hour and up to one (1) hour by advance request. Lunch breaks shall be taken on route, unless otherwise approved by Supervisor or Manager. Lunch breaks shall be taken at or near mid-shift on eight (8) or ten (10) hour shifts. Employees will also be entitled to take paid breaks totaling ten (10) minutes during each four (4) hour period of work, including an additional paid ten (10) minute break every two (2) hours past eight (8) hours.

6.03.1 Meal Periods: The mutual intent of the parties is for employees to take their meal and rest breaks. Employees who are scheduled to work more than five (5) hours in a day shall be allowed an unpaid meal period of at least thirty (30) minutes between their second (2nd) and fifth (5th) hours of work. Upon written request, ~~approved by the Employer,~~ employees may voluntarily waive their meal period. Employees who are scheduled to work three (3) or more hours longer than their regularly scheduled work shift shall be allowed a second (2nd) unpaid meal period of at least thirty (30) minutes. Upon written request to the Employer, an employee may voluntarily waive this second (2nd) meal period. If an employee is eligible for a second (2nd) meal period, the employee must be allowed to take such second (2nd) meal period as near as possible to the midpoint of the additional work period that follows their regularly scheduled shift. The parties agree that **this provision complies with** applicable state law ~~applies to~~ **regarding** the waiver of employee meal periods. Any employee who does not take a meal period shall be compensated for all hours worked.

(T/A – 3/17/21)

6.04 All Sunday work and work on days other than the employees' regularly scheduled workweek is time and one-half with an eight (8) hour guarantee. All such shifts shall be posted. Seniority principles apply, provided the employee is qualified on the equipment and knows the assignment. If there are insufficient volunteers, the Employer shall fill the extra work in inverse seniority order. No employee will be required to work more than two (2) weekends per month and / or ten (10) times a year.

6.05 Exception: the guarantees in subsections 6.01, 6.04 and 6.08 shall not apply in cases of factors beyond the Employer's control which disrupt work schedules (e.g., weather emergencies, change of disposal regulations, transfer or disposal site restrictions, discharge or suspension for just cause, voluntary quit, work stoppage, or where the employee leaves work of his/her own volition [before completion of his regular work assignment], in which case the employee will be paid for time worked etc.) or when the employee is tardy and his scheduled assignment has already left for the routes. ~~Further, the guarantee in subsection 6.04 shall be reduced to four (4) hours for special pick-ups.~~

(T/A – 3/17/21)

6.05.1 All employees who are required to attend meetings shall be paid at their applicable rate. Employees attending meetings on their day off shall be paid a minimum of ~~four (4)~~ **eight (8)** hours at the applicable rate.

(T/A – 3/25/21)

6.06 A. Employees assigned to a 5/8 work schedule will receive double time after eleven (11) hours of work.

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

C. In the event an employee determines that they will be unable to complete his/her assignment within the above thresholds, the employee will contact the Employer, who will make a good faith effort to provide assistance so as to minimize additional overtime.

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

6.08 All employees reporting for work pursuant to instructions and put to work, shall receive a full day's pay, except as provided in this Article. Any employee who timely reports for a shift, pursuant to instructions, shall be paid for one-half (1/2) day except for weather emergencies or other factors beyond the Employer's control, in which case a two (2) hour guarantee shall apply. It is the employee's responsibility to call the Employer immediately before leaving for work if conditions raise a reasonable doubt as to whether the work has been canceled. **The Employer will establish a hotline for such calls no less than four hours prior to the employees scheduled start for that report.** Employees who miss hours of pay because of weather emergency cancellations may use accrued vacation or floating holiday pay to make up those hours.

(T/A – 3/18/21)

6.09 The Employer may establish additional shifts. In the event shifts are established, employees will be allowed to bid by seniority for available shifts within their line of business.

6.10 Night Shift Premium. Employees working the night shift (any shift starting after 4 p.m. up through 2 a.m.) will be paid as follows: For the first year, the employee will receive their regular hourly rate of pay. Commencing with their second year on night shift, the employee shall be paid eighty-five percent (85%) of top rate. Any employee that completes two (2) consecutive years on night shift will be moved to top rate. In addition, all employees working on night shift will receive a one dollar (\$1.00) per hour premium for all hours compensated on that shift. Employees currently on night shift will be credited with existing time on the night shift. Any employee bidding off of night shift will immediately revert to the normal progression for employees (i.e. - an employee with two (2) years will be placed in Step III, with six (6) months remaining before moving to Step IV). An employee already at top scale when bidding onto night shift will stay at top rate, and will receive the one dollar (\$1) night shift premium.

6.11 Involuntary overtime. In an effort to reduce involuntary overtime, with the premise that the employee is working with purpose, employees who desire relief from involuntary overtime shall submit a letter to the Employer stating this request. Once submitted in writing, the Employer will apply this Section until the employee submits a letter rescinding the request.

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

(T/A – 3/23/21)

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

(T/A – 3/23/21)

After completion of this process, the employee may decline involuntary overtime ~~in excess of the monthly maximum~~ **beyond five (5) hours in a workweek.**

(T/A – 3/23/21)

ARTICLE 7 – VACATIONS

7.01 A. Employees shall accrue **and receive** paid **and unpaid** vacations each pay period based upon ~~the following formula:~~

(T/A – 3/26/21)

One (1) week during the first year.

Two (2) weeks during years two (2) through seven (7).

Three (3) weeks during years eight (8) through fourteen (14).

Four (4) weeks during years fifteen (15) through nineteen (19).

Five (5) weeks during year twenty (20) and thereafter.

~~7.01.1 Any current employee (working as of January 1, 2009) shall be granted three (3) weeks' vacation until such time as their company hire date would allow them a greater benefit.~~

(T/A Housekeeping – 3/4/21)

B. An employee shall accrue a year of service under this Section only for those years (i.e., anniversary date of seniority to anniversary date), in which he/she works more than one thousand five hundred (1,500) hours. However, if employees who are designated “displaced” workers under the terms of an RFP come to work under the terms of this Agreement, they shall be given credit for the same years of service in the industry for vacation accrual purposes that they had with their former employer. In order to receive credit, the employee or Union must provide proof of vacation service years at the previous employer.

7.02 A. Earned vacations must be taken within twelve (12) months. However, employees may carry over ~~forty (40)~~ **eighty (80)** hours of vacation per year into the following year.

(T/A – 3/18/21)

B. Vacation periods shall be established by the Employer within the following job groups and selected according to seniority: Container Delivery, **Driver Assistants, Operations Control, Operations Data Analyst, Data Quality and GIS Specialist,** Janitorial, Sorters, Operators, Weighmaster, Residential, Commercial and Roll Off. The minimum number of employees that may be on vacation from each job group at any time shall be ~~eight percent (8%)~~ **ten (10%)** per shift ~~rounded up~~ **per standard rounding**. The determination of whether additional employees will be allowed off will be made by the Employer.

(T/A – 3/22/21) (Re T/A'd – 3/23/21)

C. **VACATION SELECTION: There shall be three rounds for selecting full week vacations, less than full week vacations and Floating Holidays. The Selection list shall be posted in an area visible to all employees and shall remain posted until the close of the Selection period.** Vacation selection shall begin the first full week of November and shall be completed by the last day of December. For choice of vacation **during the first round**, the first full week is allowed for the top ~~15%~~ **25%** to select in seniority order; the second week, the second ~~15%~~ **25%**; the third week, the third ~~15%~~ **25%** **and the fourth week the final 25%**, and continuing until complete. Employees who miss their scheduled time to select vacation may not bump junior employees who have made their selection on a timely basis **but shall be allowed to select any available weeks remaining**. Commencing January 1, employee requests for vacation are on a first come first serve basis. **Once all employees have had an opportunity to bid on the first round, there will be a second round of selection using the 25% per week formula where the remaining full vacation weeks may then be selected by an employee in order of seniority. Employees who miss their scheduled time to select vacation may not bump junior employees who have made their selection on a timely basis.**

At the end of the second round any employee with vacation week(s) available and employees with Floating Holidays shall be allowed to select single day vacations and Floating Holidays, as per Article 5.02, which shall take preference to all other requested days off. For purposes of vacation selection, Extras will be included in the Residential line of business, and Floater employees will be included in either the Roll-off or the Commercial line of business, wherever they work the majority of their time. Additional requests may be approved based upon operational needs of the Employer.

(T/A – 3/23/21)

D. Employees with four (4) or more weeks of vacation may not select more than three (3) weeks until every employee has had an opportunity to make a selection in round one. A second round of bidding will be scheduled upon completion of the first round for employees that had more than three weeks of vacation. Employees have the option to cash out vacation accruals above two (2) weeks provided they actually take at least two (2) weeks of vacation during their vacation year.

7.03 Employees separated from employment for any cause after one (1) year of service shall be paid their accrued vacation earned up to the time of separation, ~~except for employees who resign without two (2) weeks advance notice.~~ Prior to completing probation, an employee may not use any paid vacation.

(T/A – 3/4/21)

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

ARTICLE 8 - UNIFORMS

8.01 The Employer will furnish, maintain and pay for uniforms, cell phones, personal protective equipment and tools (e.g., flashlights, batteries, clipboards, pens, paper) to the extent they are required by the Employer.

(T/A – 3/4/21)

8.01.1 Employees must wear required uniforms provided by the Employer, as well as required personal protective equipment. Employees may purchase other Company approved apparel as they become available through the Company Uniform program. The Employer shall provide cotton high visibility tee shirts and sweatshirts with a hood. Uniforms, other safety apparel, or tools that are given to the employee will be replaced by the employee if intentionally damaged (except normal wear and tear) or lost. An employee shall return all uniforms and personal protective equipment to the Employer upon termination of employment.

(T/A – 3/4/21)

8.01.2 Upon request, employees, who handle hazardous waste items or routes where there is a realistic potential for needles or hazardous objects to pose a risk, shall be provided with HexArmor SuperFabric Needle Stick Protection or ANSI/ISEA 105-16 equivalent. Additional gloves will be provided to replace those damaged or worn through use for replacement.

(T/A – 3/4/21)

8.02 Employees with seniority shall receive a three hundred dollar (\$300) net boot reimbursement allowance each calendar year on the first paycheck of the calendar year. ~~, provided the employee turns in a receipt.~~ Reimbursement will be made for any approved safety boot that will be worn on the job. This provision does not apply to Operations Controllers, Operations Data Analyst, Data Quality and GIS Specialist. **Note: The 2021 reimbursement will be paid upon ratification to those who have not yet received their reimbursement for the year.**

(T/A – 3/22/21)

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

8.04 Employees must comply with the Employer's reasonable grooming and appearance standards.

ARTICLE 9 - CARRYING CANS

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

ARTICLE 10 - SCALE OF WAGES

ECONOMIC PROPOSAL PENDING

10.04 Lead(s) are members of the bargaining unit, **who shall have daily assignments of productive work that is consistent with** and covered by the terms of this Agreement. At all times they shall receive ten percent (10%) more than classification scale. The designation of a Lead shall be made by the Employer. Lead(s) shall not ~~be required to~~ impose, or issue, or conduct the Employer's investigation of ~~formal~~ discipline (e.g., written warnings, suspensions, or discharge) on other bargaining unit members. Leads do not make hiring decisions, establish job performance standards or effectively recommend or participate in disciplining employees. **Leads shall work at the direction of management and carry out management's decisions made in accordance with the provisions of this Agreement.** Any Lead who is in violation of any provisions of this Section shall be removed as a Lead permanently.

(T/A – 3/4/21)

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

10.06 Employees who are injured on the job and eligible for worker's compensation benefits may be assigned "modified duty" work within their physical limitations as approved by the physician. The determination of whether a modified duty position is available will be made by the Employer. They shall be paid at one hundred percent (100%) of their normal wage rate and the benefit provisions of this Agreement shall apply while performing light duty.

The intent of Modified Duty is to assist those employees with work-related injuries and give them an opportunity to continue working, but not to impede the recovery process. The Modified Duty program is a voluntary program by the Employer and if implemented will be offered to all employees on a nondiscriminatory basis who have work related injuries.

The type of Modified Duty work will be either bargaining or non-bargaining unit work. Employees on Modified Duty will not displace other employees. Employees eligible for

Modified Duty will work during their normal business hours and at their normal work location, unless mutually agreed otherwise.

Employees reporting for Modified Duty will not be sent home upon reporting to work and shall be guaranteed their respective daily guarantee of work or pay; however, this provision may be reduced as restricted by the employees primary physician.

Prior to commencing Modified Duty, the Employer shall furnish to the employee's primary Physician, with a copy to the employee, a statement describing the specific tasks to be performed as Modified Duty in terms that will enable the Physician to relate the physical activities of the job to the employee's disability and/or physical limitations. This shall be no more restrictive than the State regulations under the Department of Labor & Industries.

Once an employee returns to work under the approved terms by his/her Physician, he or she shall not be assigned by the Employer to perform work other than the work described without prior written approval of the change(s) by the employee's primary physician. In the event of any dispute as to the employee's ability to perform the available work offered by the Employer, the employee's primary physician shall make the final determination.

10.07 Toll Bridge and Ferry Fees: The Employer agrees to make suitable arrangements in advance to ensure that toll bridge and ferry fees incurred while performing work for the Employer are paid by the Employer.

10.08 Employees working in a higher paying classification for one (1) hour or more of any day shall be compensated the higher rate of pay for the entire day or days.

10.09 Employees working as snow removal shall at all times receive Floater Pay for all hours worked each day and shall be bid by Company seniority.

(T/A – 3/25/21)

10.10 For those drivers subject to USDOT regulations who possess a valid medical certificate from an Employer designated DOT provider, the Employer shall pay for the cost for renewal at a maximum of once every other year. Employees who choose to utilize their own designated DOT provider shall be reimbursed up to the equivalent costs of the Employer designated DOT provider.

(T/A – 3/26/21)

ARTICLE 11 - WORKING CONDITIONS

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

(T/A – 3/4/21)

11.01.1 Container delivery drivers shall not be required to physically lift a container exceeding sixty-five (65) pounds without assistance.

11.01.2 The Janitorial employee's job includes disposing items that may exceed sixty-five (65) pounds. **Routes with** Bulky items exceeding sixty-five (65) pounds need not be moved without mechanical or additional personnel assistance **and will, at all times be staffed with two people**. Employee shall notify the Employer so appropriate action may be taken.

(T/A – 3/17/21)

11.02 In the event of truck breakdown and employees await replacement, time shall continue at regular scale with overtime, if applicable, as specified in this Agreement. Wait time shall be considered time on the job, but only if the driver remains with his vehicle, unless otherwise instructed. The driver is required to perform vehicle maintenance and clean-up to the extent possible during wait time. Drivers are required to immediately contain any spills they become aware of (using their spill kit as appropriate) and notify operations control of the spill.

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

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

11.05 The Employer shall make and maintain reasonable provisions and take and maintain reasonable measures for employee safety and protection consistent with all federal, state, and local laws including always securing all loads at all times as mandated by the "Federici Law".

11.06 All WRS employees covered by this Agreement must at all times possess a current and valid Department of Transportation Medical Certificate and a Commercial Driver's License with required endorsements. All CD and Janitorial employees must at all times possess a current and valid Washington Drivers License. Any loss of license must be reported immediately. If an employee loses his/her Commercial Driver's License (or WDL for CD and Janitorial employees) or Transportation Medical Certificate for reasons other than those contained in Article 27, the employee will be allowed to work in a non CDL position covered under this Agreement, as long as there is an opening or operational need, or may take an unpaid Leave of Absence for a period not to exceed twelve (12) months. Failure to re-obtain the license or certificate within twelve (12) months will result in termination.

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

11.08 If necessary, the Employer will provide needed equipment when available (i.e. truck) for employees when required to take the CDL skills test.

(T/A Housekeeping – 3/4/21)

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

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

~~11.11 In the case of a job reassignment where it is necessary to train an employee reassigned pursuant to the posting process of this Agreement, the training will be for a minimum of two (2) weeks and will be paid at the contract rate.~~

(T/A – 3/17/21)

11.12 All cameras will be maintained in proper working order provided the employee has previously notified the Employer. No cameras shall be monitored while on a live feed in real time.

11.13 The Employer shall have sufficient employees cross trained who will be available to substitute for Operations Controllers who are absent for any reason.

11.14 No employee shall be required to move any compactor physically without the assistance of another bargaining unit employee.

(T/A – 3/18/21)

ARTICLE 12 - HEALTH AND WELFARE, DENTAL AND VISION BENEFITS

ECONOMIC PROPOSAL PENDING

ARTICLE 13 – PENSION

ECONOMIC PROPOSAL PENDING

ARTICLE 14 – BEREAVEMENT LEAVE

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

14.02 Immediate family: Spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, stepmother, stepfather, stepchild, grandparents, grandparents-in-law, **aunt, uncle**, adopted son, adopted daughter, grandchildren, foster children, **children who are being raised by the employee**, and domestic partner.
(T/A – 3/18/21)

ARTICLE 15 - JURY DUTY

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

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

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

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

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

ARTICLE 16 - SICK LEAVE

~~16.01 All employees as of the date of ratification shall accumulate forty eight (48) hours of sick leave benefits per year, on the basis of one (1) hour per forty (40) hours of compensation. Benefits shall be payable for bona fide absences caused by illness or accident or for attending doctor(s) appointments, commencing the first scheduled working day of absence. Sick leave is not to be paid for holidays.~~
(T/A – 3/18/21)

Employees shall receive a frontloaded sick leave bank of fifty-five (55) hours on January 1 each year (72 hours for Seattle). Employees hired after January 1 shall receive five (5) hours per month (6 hours for Seattle) per month for each month remaining in the year at the time of hire. Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day.

(T/A – 3/22/21)

16.01.1 Seattle employees shall earn one (1) hour of sick leave for every thirty (30) hours worked during the calendar year (January 1 – December 31). Employees hired outside Seattle shall earn one (1) hour of sick leave for every forty (40) hours worked during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank.

(T/A – 3/22/21)

16.01.2 Effective at the end of business December 31st of each calendar year employees may roll over up to seventy-two (72) hours of safe and sick leave into their protected safe and sick leave bank and shall be available for future use. Employees that use safe and sick leave for legitimate reasons may not receive an occurrence for the time that is designated as safe and sick time.

(T/A – 3/18/21)

16.01.3 An employee that uses sick leave under the Safe and Sick leave act must notify their manager of their intent.

(T/A – 3/18/21)

~~16.02 Unused sick leave shall accumulate in a bank to a maximum of four hundred and twenty-five (425) hours. The bank shall be available for future use. Sick leave shall be deducted from the bank **in increments consistent with the Employer's payroll system and practices.** on an hourly basis. Benefits for days off must be for eight (8) hours for 5/8 shifts and ten (10) hours for 4/10 shifts and must be for scheduled workdays.~~

(T/A – 3/18/21)

16.02.1 Any accruals of unprotected time above four hundred and twenty-five (425) hours shall be cashed out the first pay period in January at one hundred and five percent (105%) of the employee's straight-time hourly rate.

(T/A – 3/18/21)

16.03 Employees collecting Workers' Compensation temporary disability benefits may not receive sick leave as herein provided; however, if Workers' Compensation benefits are less than the amount of sick leave otherwise provided, 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, **at the employee's option,** the hours required to make up the difference, **if any.** The daily total of sick leave pay under this Section, and disability payments provided by the Health and Welfare Plan under Article 12, shall not exceed the wage scale in Article 10.

(T/A – 3/18/21) (Re T/A'd – 3/22/21)

16.04 Once an employee's doctor notifies the Employer that he/she has been released to return to work, the Employer reserves the right to have the employee examined by a doctor of its own choosing at the Employer's expense. Upon receiving the written return to work release from the employee's doctor, the Employer shall have three (3) working days to determine whether to reinstate the employee or send the employee to the Employer's doctor.

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

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

16.05 Upon voluntary retirement, the unused hours in the sick leave bank will be cashed out at one hundred **and five** percent ~~(100%)~~ **(105%)** of the employee's straight-time hourly rate.

(T/A – 3/18/21)

16.06 The Employer shall have the right to insist on a statement from the employee's doctor **after more than three (3) days of consecutive absence**, provided the employee is notified of the need for such a statement prior to the return of the employee. The Employer may also require a Doctor's verification if necessary for purposes of FMLA compliance. If the Employer deems that sick leave is abused, the Employer has the right to send the employee to its own doctor at the Employer's expense.

(T/A – 3/18/21)

16.07 ~~Seattle Sick Leave Waiver~~

~~1. The Union and Company agree to waive their rights and obligations under the Paid Sick and Safe Time Ordinance. The parties' Agreement is hereby amended to incorporate this waiver.~~

~~2. It is the parties' intent that this waiver took effect retroactively as of the effective date of Paid Sick and Safe Time Ordinance, which was September 1, 2012.~~

(T/A – 3/17/21)

~~16.08~~ Accrued Leave Donation: Employees may elect to donate accrued Sick, Vacation and or Floating Holiday hours to a coworker in need with the understanding the employee choosing to donate such time shall be responsible for all taxes required by State and or Federal Law.

ARTICLE 17 - SAFETY AND OVERLOADS

17.01 **Equipment** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified.

It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe condition of such equipment. The unsafe conditions causing the employee's apprehension of injury must be of such nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a bona fide danger of an accident, injury, or serious impairment of health, resulting from the unsafe condition. In order to qualify for protection under this provision, the employee must have sought from the Employer, and have been unable to obtain, correction of the unsafe condition.

17.02 Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe by the mechanical department prior to further utilization. Damaged containers shall be reported by the driver and repaired or replaced as soon as practicable by the Employer, but in all cases prior to the next scheduled pick-up where possible. No employee will be disciplined for refusal to pick up a properly reported damaged container in the event there is a good faith belief that a legitimate safety concern exists.

17.03 **Reports.** Employees shall no later than the end of a shift, report all defective equipment. Such reports shall be made on a suitable form furnished by the Employer **or electronically. In the event the Employer moves to electronic DVIR reporting, employees shall be given a copy after completion. In addition, one (1) copy will be kept in the truck.**

(T/A – 3/18/21)

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

(T/A – 3/18/21)

17.05 The Employer reaffirms its commitment to operating safe and operationally repaired vehicles. Specifically, the Employer shall make every reasonable attempt to repair or replace defective equipment effecting the safe operation of the vehicle including but not limited to FMCSA operational requirements as well as air conditioning units, etc.

17.05.1 The Employer also reaffirms that its commitment to the Safety of its employees is of the utmost importance. Specifically, the Employer shall make every reasonable attempt to maintain a safe and adequate parking area for employees' vehicles when reporting to work, including but not limited to hiring a private security company who will remain on site during hours of operation of employees work.

(T/A – 3/17/21)

17.05.2 There shall be no hazardous materials, petroleum products or curbside recycling materials transported in the cab of any vehicle.

(T/A – 3/4/21)

17.05.3 SANITARY CONDITIONS The Employer agrees to maintain clean and sanitary washroom facilities having at least hot and cold running water faucets with adequate toilet facilities, that shall be separate for male and female employees, in all present and future buildings. Such facilities will be equipped with ventilation as well as soap, towels and toilet paper. Further, the Employer agrees to maintain General Building conditions including but not limited to leaking roofs and overall cleanliness.

(T/A – 3/18/21)

17.06 In relation to overweight loads or defective equipment, provided the employee did not intentionally fail to report, the Employer shall pay all fines and assessments and also provide all necessary transportation and legal representation in connection therewith, provided the employee was performing pursuant to Employer instructions.

17.07 If an employee suffers a suspension or revocation of his license for overweight loads or defective equipment (as described in 17.06) solely as a result of following the Employer's instructions, the Employer must provide continued employment for the period involved at not less than regularly scheduled straight-time hours, subject to seniority and/or layoff provisions. Receipt of benefits under this provision is dependent upon the employee's full cooperation in the defense of any citations received.

17.08 Safety and Health Committee. The Employer and the Union agree that safety of the employees and the general public is of the utmost importance. To address safety and health issues, the Employer shall establish an ongoing Safety and Health Committee which shall include members of each classification covered under this Agreement **comprised of a mutually agreed to number of employee representatives and up to an equal number of management representatives. Employee elected representatives who seek to serve on the Safety Committee will be elected by their coworkers to do so, with approval of the Local Union.** ~~who are elected by bargaining unit employees of their respective classification(s). The function of the Committee shall be to address safety and health issues and to make recommendations to the Employer's designated Safety Representative. It shall be the responsibility of the Safety Representative to review recommendations of the Safety Committee, and to advise the Committee of action taken, or to otherwise respond to the Committee regarding such recommendations. If the Safety Committee has any questions regarding the action or response of the Safety Representative, the President (or designee) shall be notified and shall meet with the Safety Committee.~~

(T/A – 3/18/21)

17.08.1 There shall be Union and Employer co-chairs of the committee, selected by the respective members of each side of the committee. The term shall be for one (1) year. In the event of a vacancy during the year, there shall be an election and the vacancy will be filled prior to the next meeting.

(T/A – 3/4/21)

17.08.2 The committee shall meet at least once each month at a mutually agreeable time and place. Meetings will address all safety concerns raised by the committee and/or employees in the workplace. The Employer shall provide committee members with adequate time to perform committee functions, as described below. Each committee shall perform functions including, but not limited to:

(T/A – 3/4/21)

A. Review safety and health inspection reports to help correct safety hazards.

B. Evaluate the accident investigations conducted since the last meeting to determine if cause(s) of unsafe situations was identified and corrected.

C. Evaluate the workplace accident and illness prevention program and discuss recommendations for improvements, if needed.

D. Document attendance.

E. Write down subjects discussed and post accurate minutes of the meetings.

(T/A – 3/4/21)

17.09 It is recognized that lifting containers over curbs, up and down stairs, or moving containers when services and facilities are not being maintained in a reasonably sanitary condition (e.g. greasy enclosures) may create a safety hazard. The Employer agrees to take timely action to correct these conditions when reported by an employee, but in all cases prior to the next scheduled pick-up where possible. No employee will be disciplined for refusal to make a pick up in the event there is a good faith belief that a legitimate safety concern exists, assuming notice is immediately provided to Operations Control. Employees will not be required to lift a container with material that is legally prohibited from disposal.

17.10 Any employee sustaining a known work-related injury shall report it by the end of their shift. If the employee first becomes aware of an injury on a day other than the day of the incident causing the injury the employee shall report the injury immediately upon becoming aware of the injury.

ARTICLE 18 - TRANSFER OF RIGHTS

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

18.02 In the event of a sale of the business, the Employer shall notify the purchaser of the operation covered by this Agreement of the existence of this Agreement. Such notice shall be in writing with a copy sent to the Union.

ARTICLE 19 - PAYROLL INSPECTION AND UNION VISITATION

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

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

19.03 An employee believing that their paycheck is incorrect shall immediately report it to his/her supervisor. If a shortage in excess of fifty dollars (\$50) is identified and the shortage is through no fault of the employee, the Employer will reimburse the employee the amount of the shortage by the end of the ~~second (2nd)~~ **third (3rd)** business day following notification to the Employer. **In the event the employee is not reimbursed the amount of the shortage in whole by the end of the third (3rd) business day following the notification to the Employer the employee will receive an additional four (4) hours of pay for the violation and an additional four (4) hours of pay for each payday until such shortage is received.** If less than fifty dollars (\$50), the shortage will be corrected in the next paycheck. Any separate check issued shall be taxed at the employee's regular withholding tax rate.

(T/A – 3/23/21)

~~If less than fifty dollars (\$50), the shortage will be corrected in the next paycheck. Employees must immediately notify the Employer if they discover an error in their paychecks (plus or minus).~~

(T/A – 3/23/21)

19.04 **Effective no later than July 1, 2021**, the Employer will, upon request of an employee, provide a **bi-weekly** written **detailed** statement of each employee's **hours worked including but not limited to straight time, overtime, double-time, corrected time, floater time, as well as** accrued vacation, floating holidays and ~~or~~ sick leave hours. **In addition, the Employer will provide all accrued vacation, floating holidays and sick leave hours as part of the employees' bi-weekly paycheck. No employee entitlement information will be posted on any bulletin board or made available for view by other employees.**

(T/A – 3/23/21)

ARTICLE 20 - SUSPENSION AND DISCHARGE

20.01 Warnings, suspensions, or discharges not in accordance with the provisions of this Article are null and void. Prior to disciplining an employee, the Employer shall conduct an investigation of the facts.

20.02 No employee with seniority shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated.

20.03 As a condition precedent to any suspensions or discharges, the Employer must have given the employee a written warning notice wherein facts forming the grounds of the Employer's dissatisfaction are clearly set forth. The facts therein set forth must be of the same general type as those upon which the suspension or discharge is founded. **For the purposes of this Article, incidents and/or accidents involving damage to mailboxes, gates/enclosures, bollards, landscaping, tree limbs, etc. shall be treated differently from all other moving vehicle accidents. For these Liabilities, discipline shall be as follows; Verbal, Written, Suspension, Termination.** Warnings, suspensions, or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.

(T/A – 3/4/21)

20.04 Copies of all official warning notices, suspensions (including suspensions pending a discharge decision), or discharges shall immediately be forwarded to the Union by facsimile or in a manner that provides proof of receipt. Any such warning notices grieved by the Union shall be held in abeyance until such time as related discipline results in time loss.

20.05 Warning notices not given and suspensions, ~~including suspensions pending a discharge decision,~~ and discharges, except as hereinafter provided, not executed within ten (10) working days of any given incident or when the Employer is reasonably charged with knowledge of the incident, but in no event more than forty-five (45) days following the incident, except for dishonesty, are null and void. The day of receipt of warning notice, suspension, or discharge shall be excluded in figuring time. If the tenth (10th) day falls on

a Saturday, Sunday or a holiday, or a day either party's business office is closed, the next following normal day of work shall be considered the tenth (10th) and last day. The ten (10) working day time period may be extended by mutual agreement between the Union and the Employer, and requests for extension shall not be unreasonably denied. Warning notices given within ten (10) working days of any given incident shall be null and void under the provisions of this Agreement after twelve (12) months. For purposes of calculating twelve (12) months, periods of absences extending more than thirty (30) consecutive days shall not be counted.

(T/A – 3/23/21)

Any employee that is not involved in any incident/accident during a twelve (12) month period will receive a one (1) accident point credit to be used as an offset against a future incident/accident. A maximum of two (2) accident points per employee may be "banked".

Points may be redeemed for minor incidents/accidents only (e.g. mirror clips, curbs, street signs, fence boards, enclosure gates).

Points will not be redeemed for accidents resulting from rear end collisions, recklessness, negligence which results in significant property damage or bodily injury, failure to report as well as Safety Sensitive Rule violations which result in an accident. Effective upon ratification of this Agreement each employee shall receive a one-time point in their bank. In addition each employee who has been accident free for the previous **twelve (12)** months prior to ratification date shall receive an additional one-time point in their bank.

(T/A Housekeeping – 3/23/21)

20.06 Exceptions. Warning notices are not necessary if the grounds are: dishonesty; recklessness; **willful, wanton or malicious damage to Employer property**, significant violations of the non-discrimination policy contained in this Agreement; negligence in handling or driving the Employer's vehicles which results in significant property damage or bodily injury (suspension for first offense unless it is gross negligence); carrying unauthorized passengers while operating the Employer's vehicles; **modifying or disabling equipment safety devices**; failure to report an accident as required by Section 17.04, insubordination (suspension for first offense unless it is gross insubordination); unless pre-approved, possession of weapons (excluding pocket knives, etc.) on Company property or equipment; gross or criminal conduct that reflects on the Employer's image; profane, offensive or threatening actions, or language toward another person encountered in the normal course of business (including managers and other employees) except where the employee can establish he acted in bona fide self-defense; violation of the Employer's Alcohol and Drug Free Workplace and Substance Abuse Policy; violation of Article 4.03; refusal to submit to a drug or alcohol screen pursuant to Article 27; if the removal of an employee is demanded by a municipality or government body; or other gross misconduct of a similar magnitude. Definition of dishonesty is: stealing time, materials, money, or equipment, proven dishonesty with the intent to conceal material facts during an official investigation, and fraud of any kind.

(T/A – 3/23/21)

20.06.1 Safety Sensitive Rules

1. *Never* back a vehicle with knowledge that someone is on the riding steps; if two employees are present, the second employee must assist in backing, unless otherwise approved by management
2. *Always* tarp unsecured/uncovered loads
3. *Never* exceed the speed limits posted or set by policy for school zones, riding steps, and stand-up right-side driving.
4. *Always* safely secure the vehicle.
5. *Always* comply with seatbelt rules.
6. Operating vehicles against traffic flow is prohibited.
7. *Never* use your cell phone (except in emergency situations) while operating equipment.
8. *Never* modify or disable equipment safety devices.
9. *Always* comply with tipping floor workface rules.
10. *Always* apply parking brakes when exiting a vehicle.

~~For violations of Safety Sensitive Rules 1, 6, 8 and 10 the Employer may suspend or discharge.~~

~~For violations of Safety Sensitive Rules 2, 3, 4, 5, 7 and 9, the Employer may discipline as follows:~~

~~For the first violation of a Safety Sensitive Rule, the Employer may issue either a written warning or two-day suspension. For a second violation the Employer may issue a suspension or termination.~~

~~(T/A – 3/23/21)~~

20.06.2 Discipline shall be administered on a rolling nine (9) month period as follows:

First Violation; Verbal Warning (Memo to File)

Second Violation; Written Warning

Third Violation; One (1) Day Suspension

Fourth Violation; Termination

~~(T/A – 3/23/21)~~

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

~~20.08 Discharges or suspensions~~ **Discipline** under the foregoing exceptions must not be founded on evidence secured through entrapment by the Employer's entrapment of the employee.

(T/A – 3/17/21)

~~20.09~~ **08** Any employee and/or the Union have the right to file a grievance protesting any warning notice, ~~or suspension,~~ **or discharge** by submitting a written grievance to the Employer within ten (10) business days of receipt of same, otherwise the right to file a grievance is waived. The day of receipt of warning notice or suspension shall be excluded in figuring time. Business days are defined as Monday through Friday, excluding weekends and holidays. If the tenth (10th) day falls on a day the Union's business office is closed, the next day shall be the final day. ~~In the case of suspension pending a discharge decision, if the grievance is not resolved at Step 1 of the Settlement of Disputes procedures, the Employer shall have five (5) working days within which to discharge or take other disciplinary action against the employee with notice to the Union as described in Section 20.04.~~

(T/A – 3/17/21)

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

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

(T/A – 3/17/21)

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

ARTICLE 21 - SETTLEMENT OF DISPUTES

21.01 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and the Employer agree to act promptly and fairly in all grievances. A grievance shall be defined as a dispute over an alleged violation of any of the specific terms of this Agreement or an interpretation of a specific term of this Agreement.

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

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

21.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke the grievance procedure. Employees, whether Union members or not, shall have no right to complain against the Union unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.

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

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

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

21.08 Step 1. Grievances must be submitted to the Employer (or to the Union if filed by the Employer) in writing within ten (10) business days of the date of the incident giving rise to the grievance or the date of knowledge of such incident or the grievance shall be deemed waived. If the tenth (10th) day falls on a day the Union's business office is closed, the next day shall be the final day, ~~so long as the Union has provided advance notice of such closure to the Employer~~. Thereafter, the Union and the Employer shall diligently seek to reach a fair informal settlement within fourteen (14) calendar days, unless both parties agree to extend the time limits. In any case involving suspension or discharge, the Employer and Union will discuss as soon as reasonably possible whether there is an opportunity to resolve the matter.

(T/A – 3/17/21)

21.08.1 An employee who receives a letter of suspension shall be allowed to remain on the job, without incurring a loss of pay for the suspension, unless and until either no grievance is filed or the suspension is sustained under the grievance procedure. The Union agrees it will not unreasonably delay the processing of such grievances.

21.08.2 In termination cases for seniority employees, any employee that is terminated will be maintained on the payroll (either working or on paid leave, at the Employer's option) for up to ten (10) additional days after the date of termination in order to give the Union an opportunity to discuss the matter with the Employer and seek resolution. The Union agrees it will not unreasonably delay the discussion. This Section shall not apply to terminations 1) involving infractions outlined in Article 20.06 or 2) ~~for an employee involved in an accident resulting in an intent to terminate.~~

(T/A - 3/18/21)

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

21.10 The Board must be created and hold a hearing within thirty (30) calendar days of the Step 2 request, unless extended by mutual agreement. The hearing shall not be public. The Union and the Employer may be represented as desired.

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

21.12 If the Board is able to reach a majority decision, it shall within fourteen (14) calendar days of termination of the hearing render a final written decision. Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any. Copies, in duplicate, of all final decisions shall be forthwith forwarded to the Union and the Employer for filing and preservation. If the Board is unable to reach a majority decision, the Board members shall sign a written statement to that effect prior to disbanding.

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

21.14 In the event a settlement is not reached at Step 2, the President of the Employer and the Secretary-Treasurer of the Union may meet within ten (10) calendar days of the conclusion of the Board of Adjustment, in an attempt to resolve the matter.

21.15 Step 3. Either party has the unilateral right to submit the matter to arbitration within twenty (20) calendar days of the completion of Step 2, assuming no resolution has been reached. The party desiring arbitration must so notify the other party, in writing, and ~~concurrently~~ request a panel of nine (9) members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon from the FMCS or AAA unless either party has already taken that action, or waive its right to take the matter to arbitration. Unless the parties are otherwise able to agree on selection of an arbitrator, an arbitrator shall be selected from the FMCS/AAA panel within five (5) days of its receipt or the request for arbitration, whichever is later, by each party alternately striking a name until one is left. The party requesting a panel of arbitrators from the AAA shall be responsible for any fee charged for that service.

(T/A – 3/18/21)

21.16 Step 4. The arbitrator shall hold a hearing within thirty (30) calendar days of his selection unless otherwise agreed. The hearing shall not be public. The arbitrator shall afford the Union and the Employer liberal rights to present evidence, exhibitory, documentary (including affidavits) and by witnesses, and to examine and cross-examine witnesses. The Union and the Employer may be represented as individually desired and reporters with or without recorders, may be present. Upon the arbitrator's or Union's request, or Employer's desire, and when practicable, the Employer shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination, or reprisal and, in wages, shall be kept whole by the party requesting said witness. The arbitrator's jurisdiction shall endure to final decision, except as herein otherwise provided.

21.17 Step 5. At the conclusion of the hearing(s), an oral decision may be rendered upon the mutual agreement of the parties. Either party may request submission of written briefs and a written decision. Within thirty (30) days of the termination of the hearing(s), the arbitrator shall render a final decision. Copies of the final decision shall, in duplicate, be furnished to the Union and the Employer and the original shall be delivered to the Union for filing and preservation. The arbitrator shall have the power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the Employer.

21.18 Fees and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award the arbitrator's fees shall be evenly shared. If the Union and the Employer agree that a shorthand, stenotype, or other reporter shall take the proceedings, the costs incidental thereto shall be shared equally and each shall have access to the record.

If the Union or the Employer provides their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. Each party will be responsible for their own fees and expenses, including attorney or representation fees.

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

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

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

ARTICLE 22 - UNIT WORK PRESERVATION

22.01 Except as otherwise provided herein, the work of the bargaining unit must be performed only by employees belonging to said unit. Supervisory and other non-bargaining unit employees may perform bargaining unit work for the purpose of training, safety education, or in emergency situations, ~~or~~ after all reasonable efforts have been exhausted to have the work performed by Union employees of the Employer. As an exception to this Section, if the City mandates a change in the terms of its contract with the Employer, if there is an initial start-up of a new City contract or if there is a mandated change-out of containers/toters due to service changes, the Union agrees to allow the Employer to use non-bargaining unit employees to perform container/toter delivery and collection, but only if all current employees are working or have been offered work.

(T/A – 3/4/21)

22.02 Except as otherwise allowed in this Agreement, the Employer must not make unilateral changes in wages, hours, or other terms and conditions of employment of bargaining unit employees, without prior good-faith bargaining with the Union concerning the effects of such changes.

22.03 Bargaining unit work may be assigned or contracted only under the following circumstances: with the written approval of the Union, or where required pursuant to law or government regulations or (Women and Minority Business Enterprise (WMBE) requirements.

~~22.04 The parties recognize the value of having all employees, both unit and non-unit, participate in community events and celebrations. The Employer commits that in assigning work (per Article 24, initially posting for volunteers) at such events, assignments will be made so as to ensure that non-unit employees do not deprive bargaining unit members the opportunity to perform traditional bargaining unit work. The Union recognizes that employees at such events will all work together so as to maximize the service provided, and may perform duties outside of their normal work jurisdiction/responsibility. In all cases, only bargaining unit members will drive CDL trucks utilized at the event.~~
(T/A – 3/4/21)

ARTICLE 23 - SAVINGS CLAUSE AND DEREGULATION

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

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

23.03 If the disposal industry, is deregulated during the term of this Agreement, or if the authority of the WUTC to regulate garbage collection and set rates is altered or transferred to any other government instrumentality, body, or agency or if additional WUTC franchises or permits are issued to other companies, and this impacts the competitive nature of the disposal industry as it existed on August 30, 2006, or if prevailing rate requirements are removed from contracts bid by the Employer or are reduced below the wages and conditions set forth in this Agreement, the Union agrees to renegotiate wages, hours, and working conditions upon request of the Employer. If within thirty (30) days from such request the parties are unable to agree upon the modifications required and it becomes necessary for the Employer to immediately reduce wages or to alter hours or working conditions in order to remain competitive or to match prevailing rates, it may do so pending resolution of new contract terms. In the event the parties are unable to agree upon the nature and amount of any modifications required, the issues in dispute shall be submitted to a neutral arbitrator for determination according to the procedures set forth in Sections 21.15 through 21.21.

ARTICLE 24 - SENIORITY

24.01 Seniority prevails for regular employees after a probationary period of five hundred and twenty (520) straight time hours of actual work provided however that this period may be extended up to seven hundred twenty (720) straight-time hours upon mutual agreement of the Employer, the employee and the Union. Seniority shall date back to the first day worked in the probationary period. Prior to seniority, employees are probationary. Probationary employees are employed at the sole discretion of the Employer and disciplinary action, including their discharge, is not subject to the grievance and arbitration provisions contained in Article 21. Probationary employees must be worked according to date of hire if physically present at start of shift and qualified for the assignment.

24.02 There shall be separate seniority lists by classification, namely a list for WRS drivers, a list for Container Delivery drivers, a list for Operations Controllers, **a list for Driver Assistants**, a list for all Janitorial employees, a list for sorters, a list for equipment operators, ~~and~~ a list for weighmasters, **a list for Operations Data Analyst, a list for Data Quality and a list for GIS Specialist**. When an employee moves from one (1) seniority list to another separate seniority list, then the seniority date for layoff and rehire **and day to day operational purposes** shall be the date that they transferred to the new list. All other benefits to apply as per Company seniority, unless otherwise provided herein.
(T/A & Moved from MOU – 3/18/21) (Re T/A'd – 3/23/21)

24.02.1 The Employer shall post each separate list **above**, once a ~~quarter~~ **week**, at a location easily accessible to the affected employees **and separate from the Union bulletin board**. A copy of each list shall also be provided to the Union. The list(s) shall include a verifiable time and date of posting. If the accuracy of a seniority list is in question, the Employer will meet with the Union to discuss discrepancies. An employee may protest the accuracy of his/her seniority date and/or his/her relative standing on that seniority list by filing a timely grievance.
(T/A – 3/18/21)

24.02.2 Effective after the posting of the seniority list agreed upon in the 2011 negotiations, any future ties will be determined based upon: (1) date of hire into a bargaining unit position; (2) date of application; (3) date of interview; (4) coin flip.

24.02.3 Employment and seniority shall be broken by retirement, voluntary quit, termination, no call/no show for three (3) consecutive days, layoff status or non-occupational injury or illness for twelve (12) consecutive months, or failure to reinstate a Commercial Drivers License (or Washington State License for CD and Janitorial drivers) following a Leave of Absence outlined in Article 11.06. Where there is an occupational injury occurring while on the job for the Employer, seniority shall prevail for thirty-six (36) months unless the employee has a permanent work restriction and cannot return to the job of injury. Seniority may be extended by mutual agreement. Seniority shall prevail in all layoffs, recalls and rehires. Employees who are not immediately qualified will be provided a thirty (30) day training/trial period.

~~24.03 When a seniority employee is on layoff status, his/her seniority shall apply to all additional staffing needs of the Employer for work covered by this Agreement. It is agreed that the forty (40) hour guarantee is waived unless the employee is full time. Probationary employees may not be used to deprive laid off seniority employees of available employment. A laid off employee with seniority will always be worked first before probationary employees. When the Employer has at least twenty four (24) hours' advance notice that work will be available, the Employer will attempt to contact the laid off seniority employee and notify him/her of such availability. Any employee that refuses to work on three occasions while on layoff status will be subject to the provisions of Article 20 – Suspension and Discharge. However, if an employee is on Long Term layoff [more than thirty (30) calendar days], and is recalled to fill a permanent opening, he/she shall be~~

~~given up to five (5) working days to report for work after notice is received unless ten (10) working days is required to give proper notice to an interim Employer. The Employer may terminate an employee on Long Term layoff who does not report within that time.~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

~~24.04 Seasonal Displacement. For seasonal displacements in yard waste only (i.e. the Employer reasonably believes the layoff will be thirty (30) calendar days or less) the Employer shall first lay off the most junior employee in yard waste. An employee displaced under this Section shall bump Extra employees with less overall time worked for the Employer or fill any open positions within the bargaining unit for which they are qualified. In the event a seasonal displacement goes longer than thirty (30) days, the layoff shall be handled pursuant to Section 24.05.~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

~~24.05 Reductions in Force, Layoffs and Recall: For any layoff expected to last more than thirty (30) days, the following procedure shall apply:~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

~~24.05.1 The Employer shall select employees based upon inverse classification seniority in the affected line of business. The selected employee shall be permitted to exercise his/her seniority to displace (bump) any less senior employee in any line of business within that classification so long as the more senior employee is qualified to perform the work. The displaced employee shall also be permitted to exercise his/her seniority to displace (bump) any less senior employee in any line of business within that classification so long as the more senior employee is qualified to perform the work. The remaining employee shall be permitted to displace (bump) the least senior Residential or Extra employee with less overall time worked for the Employer or fill any open positions covered by this Agreement.~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

~~24.05.2 Recall from layoff: Employees will be recalled from layoff by seniority. The last employee laid-off shall be the first employee recalled, so long as the employee is qualified to perform the work and satisfactorily completes the Fit For Duty program at the Employer's expense. An employee will retain recall rights for twelve (12) months.~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

~~24.05.3 An employee on layoff status must keep the Employer advised of their current address and phone number in order to preserve recall rights.~~

(T/A - Moved to Article 26 and Modified – 3/4/21)

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

ARTICLE 25 - EMPLOYER AND UNION RESPONSIBILITIES

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

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

- A. To decide the nature of equipment, methods or processes used, to introduce new equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery, methods or processes;
- B. To maintain efficiency of operations and reduce costs;
- C. To establish, revise and implement reasonable standards of hiring, safety, materials, equipment, methods and procedures;
- D. To determine the number of employees, including the number of employees assigned to any particular operation, classification or shift;
- E. To determine when overtime shall be worked and limit overtime when necessary; subject to provisions on length of the workday and overtime;
- F. To assign and distribute all work, including the right to alter, modify or combine routes;
- G. To direct the working force in the performance of their work assignments, including the assignment of jobs and equipment, promotions and demotions;
- H. To establish and enforce reasonable work and safety rules for all employees, and to change and/or modify work and safety rules with advance notice to the employees and Union; and
- I. To take whatever action is either necessary or advisable to fulfill Employer responsibilities and obligations to customers and regulators.
- J. Nothing in this Article restricts the Employer's right to change or revise routes/assignments/shifts.

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

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

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

~~(T/A - Moved to Article 32 and Modified – 3/4/21)~~

~~25.06 Shop stewards will be granted reasonable short amounts of time to investigate and process probable violations and grievances. Shop stewards and/or business agents may attend investigatory meetings between supervision and employee if disciplinary action against employee is probable. It is understood that the duties of the shop stewards will in no way disrupt the normal work activities of the employee performing that function.~~

~~(T/A - Moved to Article 32 and Modified – 3/4/21)~~

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

~~(T/A - Moved to Article 32 and Modified – 3/4/21)~~

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

~~(T/A - Moved to Article 32 and Modified – 3/4/21)~~

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

~~(T/A - Moved to 1.11 – 3/4/21)~~

~~25.10 In the event any Employer policy is inconsistent with the terms of this Agreement, the language in the Agreement will prevail.~~

ARTICLE 26 - LAYOFF & RECALL

26.01 Short Term Layoff: For short term layoffs [less than thirty (30) calendar days], the Employer shall select the most junior employee(s), on a temporary basis, in the affected Line of Business. The affected employee(s) shall have the right to take the daily layoff or by seniority, become a Floater for that day or days. If such right is exercised the employee shall receive the Floater premium rate for all hours compensated that day or days.

(T/A – 3/18/21)

26.02 When a seniority employee is on layoff status, his/her seniority shall apply to all additional staffing needs of the Employer for work covered by this Agreement. Probationary and Extra employees may not be used to deprive laid-off seniority employees of available employment. A laid-off employee, with seniority will always be worked first before probationary employees.

(T/A – 3/4/21)

26.03 When the Employer has at least twenty-four (24) hours' advance notice that work will be available, the Employer will attempt to contact the laid-off seniority employee and notify him/her of such availability.

(T/A – 3/4/21)

26.04 Long Term Layoff for WRS employees: Long term layoffs [more than thirty (30) calendar days], are those that result from a reduction in force. The Employer shall select the most junior employee(s) in the affected Line of Business where the reduction in force is happening and that employee will have the right to bump the least senior employee in any line of business. The employee displaced as a result of this procedure shall be afforded the same rights and such shall continue until the least senior employee is identified who shall be considered on layoff.

(T/A – 3/4/21) (T/A – 3/22/21)

26.04.1 Long Term Layoff for all other employees: Long term layoffs [more than thirty (30) calendar days], are those that result from a reduction in force. The Employer shall select the most junior employee(s) in the classification who shall be considered on layoff.

(T/A – 3/22/21)

26.05 Recall From Layoff: Employees will be recalled in the reverse order of layoff and laid-off employees will retain their recall rights so long as seniority is not broken. In the event of a long-term layoff, the employee shall be given up to ten (10) working days to report for work after notice is received.

(T/A – 3/4/21)

26.06 Seniority shall prevail in all layoffs, recalls and rehires for both long term and short-term layoffs. The last employee laid-off shall be the first employee recalled, so long as the employee is qualified to perform the work. Employees who are not immediately qualified will be provided a thirty (30) day training/trial period.

(T/A – 3/4/21)

ARTICLE 27 - DRUG AND ALCOHOL TESTING

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

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

ARTICLE 28 - LEAVE OF ABSENCE FOR UNION BUSINESS

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

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

ARTICLE 29 - EMPLOYER SUPPLEMENTAL INCOME PLAN

29.01 The Employer agrees to continue to allow employees to participate in the Teamsters – National 401 (k) Savings Plan. The Employer is not required to match any such contributions.

ARTICLE 30 - NON-DISCRIMINATION

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

(T/A – 3/4/21)

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

ARTICLE 31 - ABSENTEE POLICY

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

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

(T/A – 3/23/21)

31.01.1 Upon ratification all employees shall be set to zero (0) occurrences, except for employees currently at zero (0) or below shall be granted two (2) banked occurrence credits.

(T/A – 3/23/21)

31.02 Any continuous incident of absenteeism (i.e., caused by the same illness or injury) shall count as one (1) occurrence, except that no occurrence shall be charged for a scheduled surgery or pre-approved medical appointment made known to the Employer as far in advance as possible, and no later than the workday before the appointment. The Employer will make a good faith effort to approve time off requests when a medical appointment cannot be scheduled outside of work hours, and depending on the Employer’s operating flexibility. For example, if an employee misses work due to a disabling accident that results in consecutive days off, the accident shall be treated as a single (1) occurrence. Tardiness (more than five (5) minutes late) shall count as a full (1) occurrence, except that if an employee is tardy by less than thirty (30) minutes and provides notice to the Employer prior to the scheduled start of the shift or the employee is on the premises and clocks in late, only one-half (1/2) occurrence will be charged. An employee who is more than thirty (30) minutes late, without notification to the Employer, or more than one (1) hour late with notice, may be sent home without pay. Scheduled days off are not treated as an occurrence under this Article.

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

31.04 Employees will be expected to punch in and out consistent with the policies of the Employer.

31.05 Employees who neither show up for work nor call their supervisor will be issued one and one-half (1½) occurrences. Employees who show up for work and work less than 1/8 of their shift twice in a twelve month period will be issued one (1) occurrence.

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

31.07 The employee may request an exception to the above rules based upon extenuating circumstances (e.g., vehicle accident, traffic spike, vehicle breakdown), provided that the employee calls the Employer to discuss his/her situation prior to being tardy or absent for his/her regularly scheduled shift. The Employer retains the sole discretion to decide whether to grant an exception. Phone numbers to contact supervisors will be made readily available. Employees must make a reasonable effort to discuss the matter directly with their supervisor or an available supervisor. However, if a supervisor is not readily available, the employee may leave a recorded message with a supervisor. Failure to provide this notice will result in an assessment of one-half (1/2) of an occurrence.

31.08 Employees off work due to an illness or injury must notify the Employer daily, unless the nature of the condition has been diagnosed by a physician as a prolonged illness or injury. Failure to provide this direct notice will result in the assessment of one-half (1/2) of an occurrence.

31.09 Any employee that does not receive any occurrences during any six-month period will receive a one (1) occurrence credit to be used as an offset against a future occurrence. A maximum of two (2) occurrence credits per employee may be banked.

31.10 Failure to be on time for safety meetings that have been posted will result in one-half (1/2) occurrence. This does not apply to employees that are late for a meeting because they are working. The Employer will post notice of safety meetings in a conspicuous place at least forty-eight (48) hours in advance.

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

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

31.13 One (1) full occurrence will be issued for employees who are up to five (5) minutes late three (3) times in a rolling six-month period. In this situation, the third tardiness will result in a full occurrence.

31.14 Employees utilizing Sick Leave to attend a pre-approved doctor's appointment shall not receive an occurrence.

ARTICLE 32 – SHOP STEWARDS

~~25.05~~ **32.01** The Employer recognizes the Union's right to appoint shop stewards. Shop stewards may pass out proposed official Union written instructions and deliver routine oral instructions. Business agents have authority over shop stewards with regard to union matters.

(T/A - Moved from Article 25 – 3/4/21)

32.02 The Employer recognizes the employee's right to be given requested representation by a Steward at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the Steward's right to be given requested representation by another Steward at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a Steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until a Steward is present.

(T/A – 3/4/21)

If an employee does not wish to have a Union Steward in any meeting where the employee has a right to Union representation under this Article, the employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union.

(T/A – 3/22/21)

~~25.06~~ **32.03** Shop stewards will be granted reasonable short amounts of time to investigate and process probable violations and grievances. Shop stewards and/or business agents may attend investigatory meetings between supervision and employee if disciplinary action against employee is probable. It is understood that the duties of the shop stewards will in no way disrupt the normal work activities of the employee performing that function.

(T/A - Moved from Article 25 – 3/4/21)

~~25.07~~ **32.04** Shop stewards have no authority to establish policy or negotiate or approve labor agreements or alterations or amendments thereto. Shop stewards have no independent authority to settle disputes, to initiate or implement slow-downs, work stoppages, or economic persuasion, or to interfere with production.

(T/A - Moved from Article 25 – 3/4/21)

~~25.08~~ **32.05** Shop stewards may be disciplined by the Employer for violation of these restrictions.

(T/A - Moved from Article 25 – 3/4/21)

ARTICLE 33 – INFECTIOUS DISEASES

33.01 The parties acknowledge an increasing likelihood of exposure to diseases for which there is no known cure or vaccine, or for which no cure or vaccine has been widely distributed.

(T/A – 3/18/21)

33.02 In the event such a situation occurs, the Employer will follow all recommended guidelines issued by the CDC, FEMA the State, County or other qualified agency, including but not limited to:

(T/A – 3/18/21)

33.02.1 The Employer will provide recommended personal protective equipment (PPE) to all employees. No employee will be required to engage in work without the necessary PPE. Examples of PPE include but are not limited to footwear, eyewear, masks and gloves.

(T/A – 3/18/21)

33.02.2 The Employer will take all recommended steps to sanitize work areas, including the exterior and interior of trucks and any other equipment operated by employees to the specifications issued by any agency referenced in 33.02 above.

(T/A – 3/18/21)

33.02.3 Each employee who operates a truck or other equipment that leaves the Employer’s facility will be provided with necessary supplies to clean and sanitize their equipment as necessary throughout the workday.

(T/A – 3/18/21)

33.03 After exhausting the initial paid leave provided under 33.02, any employee requiring additional time off work can use any available paid time accrued under the terms of this Agreement and any restrictions on the use of such leave will not apply.

(T/A – 3/18/21)

33.04 No employee utilizing leave under this Article, paid or unpaid, will suffer any disciplinary consequences, including assignment of attendance points.

(T/A – 3/18/21)

33.05 The safety committee will monitor outbreaks and meet on a weekly basis to discuss and make recommendations concerning maintaining a safe workplace and adhering to any government orders and/or guidelines. Such meetings will take place electronically if necessary but participants will at all times will maintain social distancing.

(T/A – 3/18/21)

FOR THE COMPANY:

Recology ~~CleanScapes~~ King County Inc.

**By: _____
Derek Ruckman, Vice President & Group Manager**

Dated: _____

FOR THE UNION:

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

**By: _____
Rick Hicks, Secretary-Treasurer**

Dated: _____

MEMORANDUM OF AGREEMENT

By and Between

RECOLOGY ~~CLEANSCAPES~~ KING COUNTY INC.

and

GENERAL TEAMSTERS LOCAL UNION NO. 174

(T/A – 3/26/21)

This Memorandum of Agreement (“MOA”) is by and between Recology ~~CleanScapes~~ King County Inc. and General Teamsters Local Union No. 174 (“the parties”).

So long as the Cumulative Percentage Rate (as measured by the City) is ninety-six percent (96%) or higher no employee will be disciplined for failure to record extras.

In addition, any employee who is disciplined during any six-month period (April 1 through September 30 or October 1 through March 31) shall have all such discipline expunged at the end of that six-month period if the Cumulative Percentage Rate (as measured by the City) is ninety-six percent (96%) or above for the total six-month measurement.

All discipline issued and grievances filed in the six-month period shall be held in abeyance until the conclusion of the six-month period in order to determine whether the ninety-six percent (96%) measurement has been achieved.

FOR THE COMPANY:

Recology ~~CleanScapes~~ King County Inc.

By: _____
Derek Ruckman, Vice President & Group Manager

Dated: _____

FOR THE UNION:

GENERAL TEAMSTERS LOCAL UNION NO. 174

Affiliated with the International

Brotherhood of Teamsters

By: _____
Rick Hicks, Secretary-Treasurer

Dated: _____

MEMORANDUM OF UNDERSTANDING (T/A – 3/26/21)

By and Between

RECOLOGY CLEANSCAPES INC.

And

CLEANSCAPES INC. d/b/a STREETSCAPES

And

RECOLOGY CLEANSCAPES RECYCLE CENTER

GENERAL TEAMSTERS LOCAL UNION NO. 174

**Affiliated With The
International Brotherhood of Teamsters**

Effective December 1, 2015, all WRS, Container Delivery and Operations Controllers employees (who have 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:

Teamster Medical Plan A	\$1293.90
Teamster Dental Plan A	\$130.50
Teamster Vision EXT Plan	\$14.90
Teamster Time Loss A	\$16.00
9 mo waiver	\$11.40
Life A	\$8.60
Total	\$1,475.30

Effective December 1, 2015, all Janitorial employees (who have 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:

Medical Plan Z	\$913.30
Dental Plan B	\$87.50
Vision Plan EXT	\$14.90
Time Loss Plan C \$200/week	\$8.00
9 Month Waiver	\$11.40
Total	\$1,035.10

Effective January 1, 2016, all employees will be covered for Health and Welfare under the provisions of Section 12.01.

~~Recology CleanScapes, Inc.~~

By: _____
_____ ~~Derek Ruekman, Vice President & Group Manager~~

Dated: _____

~~FOR THE UNION:~~

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

By: _____
_____ ~~Rick Hicks, Secretary-Treasurer~~

Dated: _____