

AGREEMENT

Between

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service
Workers International Union, for and on behalf of its Local Union 12-369 (12)

And

US Ecology Washington
Richland, Washington

Effective March 1, 2020

AGREEMENT

This Agreement is made and entered into between US Ecology Washington, Richland, Washington, hereinafter referred to as the "Company" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, for and on behalf of its Local Union 12-369, hereinafter referred to as the "Union."

ARTICLE 1

1.0 Recognition

1.1 The Union is recognized by the Company as the exclusive bargaining agency with respect to rates of pay, hours of work and other conditions of employment of those employees for whom the Union was certified as collective bargaining representative in the National Labor Relations Board Case No. 19-RC-10782 as follows:

All heavy equipment operators, crane operators, truck drivers fork lift operators, laborers, maintenance personnel, radiation monitors, and all other operation and maintenance employees; excluding all other employees, clerical employees, professional employees, guards and supervisors as defined in the Act.

ARTICLE 2

2.0 Union Security

2.1 All present employees shall as a condition of employment beginning not later than the 31st calendar day following the execution of this Agreement, acquire and maintain membership in good standing in the Union. The Employer may hire new employees from whatever source it desires, but all employees hired for jobs in the bargaining unit on or after the effective date of this Agreement, shall as a condition of employment, beginning on the 31st calendar day following the beginning of such employment, acquire and maintain membership in good standing in the Union.

2.2 For the purpose of this paragraph an employee shall not be deemed to have lost his membership in good standing in the Union until he has withdrawn from membership or until his membership has been terminated or suspended by the Union for non-payment of the periodic dues or the initiation fees uniformly required of all members of the Local Union as a condition of maintaining membership and until the Secretary of the Local Union shall have given the Company written notice of that fact. Subsequent to receipt of such notice, the Company shall have ten days in which to make such investigation as it may deem proper.

2.3 The Company will deduct from employee wages and remit to the International Secretary-Treasurer of the Union the regular and uniform union dues of such members of the Union upon receipt of the individual employee's voluntarily certification authorizing such deduction.

2.4 The Union and each employee in the designated bargaining unit hereby undertakes to indemnify and hold the Company, and its employees harmless from all claims, demands, suits or other forms of liability that may arise against the Company for or on account of any deductions made from the wages of such employees or for any action taken under this Article. The duty to indemnify shall survive the expiration or termination of this Agreement.

ARTICLE 3

3.0 Management Rights

3.1 The parties agree that the efficiency of any industrial enterprise requires clear management authority and freedom to make decisions.

3.2 It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions on matters not expressly provided for in this Agreement are reserved to the Company.

3.3 By way of illustration, the Company retains the right to manage the site and to determine and from time to time re-determine the number, location and types of its sites and operations and the methods, processes and materials to be utilized; to change, alter, substitute, replace, add to, or eliminate equipment, processes or procedures; to discontinue, temporarily or permanently, and in whole or in part, the conduct of its business or operations; to determine the disposition of the Company's products and equipment and its sources of materials and supplies; to select and direct the working force in accordance with the requirements determined by management; to suspend, discipline and discharge for just cause; to subcontract work; to establish and maintain the standards of production and inspection; to determine the size and constitution of the working force; to establish health physics and safety practices; and to make rules governing the conduct of the working forces provided said rules are not inconsistent with the express terms of this Agreement.

ARTICLE 4

4.0 Strikes and Lockouts

4.1 During the term of this Agreement, there shall be no lockout on the part of the Company, and there shall be no strike, slowdown, picketing or other curtailment or interference with production by the Union or any employee covered by this Agreement.

ARTICLE 5

5.0 Union Representation

5.1 The Company shall recognize one steward (and one alternate) selected by the Union from employees of the Company within the bargaining unit. The alternate shall act only in the absence of the regular steward and shall be entitled to attend meetings only if the regular steward is unavailable. The Union shall give the Company five working days' written notice of any change of steward.

5.2 Stewards or employees must obtain permission from their immediate supervisor before engaging in Union business during working hours. Permission which is granted shall be given without unreasonable delay to conduct such Union business. The steward involved in processing a grievance that is in the first step of the grievance procedure during his regular working hours shall not lose pay for the first hour spent in such discussion. If necessary, the steward may request such additional time from the Site Manager. When the Union Grievance Subcommittee, defined in Section 5.3 of this Article, is involved in Step 2 meetings with the Company, any member of the Subcommittee who is scheduled to work at the time of any Step 2 meeting will not suffer the loss of pay for the first hour of such meeting.

5.3 The Company will recognize a Union Grievance Committee at Step 2 meetings, which shall consist of the steward and a Local Union Representative, if requested. International Union Representatives may participate as deemed necessary and appropriate by the Union.

5.4 Authorized Union Representatives shall have access to enter Company premises upon reasonable advance application to the Company's representative in charge of the plant. Such visits shall be confined to the regular daylight working hours unless specifically approved by management and shall be limited to the purpose of assisting in the settlement of grievances or disputes involving employees covered by this Agreement.

ARTICLE 6

6.0 Wage Rates and Classifications

6.1 Wage rates for the respective classifications set forth in Article 22 shall be maintained for the duration of this Agreement.

6.2 New jobs may be established as considered necessary by the Company, and the Union will be notified when such new jobs are established within the parameters of the bargaining unit certification. The rate for such new jobs is considered a proper subject for negotiations between the Company and the Union.

6.3 Any employee already receiving more than the minimum wage rate set forth herein for his/her classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer. The Employer, at its sole discretion, may pay wages, bonuses, gratuities and make gifts to employees over and above the requirements of this agreement. Any such discretionary wages, bonuses, gratuities or gifts shall not be precedent setting, nor shall the Company be required to bargain over the discontinuance of them.

ARTICLE 7

7.0 Hours of Work and Overtime

7.1 Work Day and Work Week Defined—A work day starts with the beginning of the employee's assigned daily schedule and ends twenty-four hours later. A work week commences with the beginning of the employee's assigned weekly work schedule and ends 168 hours later.

7.2 Definition of Regular Rate of Pay—Regular rate of pay, regular hourly rate, regular rate or regular straight-time hourly rate, as used in this Agreement, shall be deemed to be the rate of pay set forth in Article 22.

7.3 Work in Excess of Regular Work Day— Time and one-half will be paid for hours worked in excess of ten hours in a single work day during ten hour shifts or in excess of eight hours in a single work day during an eight hour shift.

7.4 Work During First Scheduled Day of Rest—Time and one-half will be paid for hours worked on the employee's first scheduled day of rest within his regular work week. Double time will be paid for all hours worked over eight on the employee's first scheduled day of rest.

7.5 Work During Second Scheduled Day of Rest—Double time will be paid for all hours worked on the employee's second scheduled day of rest within his regular work week.

7.6 No employees shall be required to take time off from their weekly work schedule for the purpose of offsetting overtime.

7.7 There shall be no pyramiding or duplication of overtime or premium pay. Only one such payment shall be made for the same hours of work. The highest single premium applying shall be paid.

7.8 Compensated days will be considered as days worked for overtime pay purposes.

7.9 A list showing overtime previously accumulated by employees shall be shown to employees upon proper request to their supervisor.

7.10 The Company has the right to assign overtime work. While the Company has the right to assign overtime work, it is understood that the Company will first assign overtime work to qualified employees who volunteer for that work.

7.11 An employee called out to work on a regularly scheduled day off or called back from home after leaving Company premises between the regular quitting time of one day and the regular starting time the following day, shall receive one and one-half (1^{1/2}) times the straight-time rate (unless double time provision applies) for the work performed, or minimum pay equivalent to four (4) hours pay at the straight-time rate. Five (5) hours minimum pay shall apply if a ride is not provided by the Company.

7.12 The Company will, except in extremely unusual cases, advise employees of their normal weekly work schedule as far in advance as possible consistent with work requirements and will notify employees before the end of the previous shift of work requirements on a scheduled day of rest. Every effort will be made by the Company to give as much advance notice as practicable. Less advance notification may be given by agreement with the employee(s) affected.

7.13 Except when a meal is provided by the Company, employees required to work more than two (2) hours beyond their regular eight (8) hour or ten (10) hour shift, whichever is applicable, shall be paid ten dollars (\$10.00) as a meal allowance in addition to other pay. For each additional four (4) hours of work, another meal or meal allowance of ten dollars (\$10.00) shall be due the employee in addition to a half-hour unpaid break.

7.14 Except in the event of emergencies, the regular work schedule shall be 6:30 a.m. to 5:00 p.m. Monday through Thursday, and 6:30 a.m. to 3:00 p.m. during weeks containing a holiday, including one half (1/2) hour lunch break. Daily work schedules (starting time) can be changed up to one hour either way with one week's notice to the employees. The regular work schedule may be changed by the company with two weeks' notice to the employees. In the event of an emergency, work may be scheduled to start at any time. The Company reserves the right to return to a five day, eight hour workweek if the needs of the Company so dictate.

7.15 Employees shall be granted eight (8) hours of personal leave per calendar quarter (three months), with leave date to be subject to approval by the Site Manager. Personal leave is not cumulative from quarter to quarter.

7.16 Employees unable to report for work because of a shutdown of the Hanford facility will be paid for up to two (2) missed shifts, up to a maximum of 20 hours per calendar year.

7.17 On the first day of each new calendar year employees shall be granted sixty-four (64) hours leave for use in the event of illness or disability during the following twelve months. These days are intended for use for illness or disability and are not cumulative from year-to-year. This time will be used and run concurrently with any FMLA leave and before any use of vacation time. To the extent an employee has not used these sixty-four (64) hours of leave in a given calendar year, at the end of the year he/she will be paid for the balance of time not used, with payment to be based on the employee's normal straight-time rate of pay. After 10 years of employment at the Company, if the employee shall leave during the given calendar year, he/she will receive 5.33 hours of pay for each full month of employment in the final year, minus any time taken during that year.

7.18 The Company agrees to provide the following benefits with the same coverage and cost-sharing as are provided its non-represented employees.

- Medical
- 401(k)
- Dental
- Vision
- Life and Supplemental Life
- Voluntary Accidental Death & Disability
- Tuition Reimbursement
- Short Term Disability
- Long Term Disability
- Bereavement Leave

ARTICLE 8

8.0 Grievance Procedure

8.1 Processing of grievances or complaints shall not unduly interfere with the continuity, safety and efficiency of operations. Employees will not suffer loss of time in discussing a grievance or complaint with management, provided that such time is reasonable and does not exceed one (1) hour.

8.2 Employees should present promptly to their supervisor any request or complaint which they may have concerning any aspect of their working conditions. It is recognized, however, by the Company and the Union that not every such request or complaint constitutes a grievance (as defined in Section 8.3 hereof) entitled to be handled under the grievance procedure hereinafter provided.

Upon presentation of a grievance, the employee's supervisor shall give the matter prompt attention and communicate the decision to the employee as quickly as practicable.

8.3 A grievance exists when any employee claims to have been injured or treated unfairly by reason of the application of any specific provisions of this Agreement. Grievances shall be processed as follows:

Step 1. The employee either individually or with the Union's assistance shall submit the grievance in writing to the employee's supervisor within ten (10) working days of the occurrence of the event upon which the grievance is based. The grievance shall state the nature of the occurrence giving rise to the grievance, the section or sections of this Agreement on which such grievance is based, and the relief sought. The supervisor shall reply in writing within ten (10) working days from receipt of the grievance.

Step 2. If the employee or the Union is not satisfied with the answer, the employee may, through the Union, within seven (7) working days thereafter, appeal the matter to the Site Manager. Such appeal shall be in writing and shall include a request for a meeting with the Site Manager, or designated representative, and the Union Grievance Committee (not to exceed two (2) members of the Union Grievance Committee) to be held within ten (10) working days from the receipt of the written request for such meeting. The Site Manager or designated representative shall render a decision in writing within seven (7) working days after such meeting.

8.4 If the grievance is not settled as a result of the above, the Union may request the matter be submitted to arbitration, as provided for in Article 9.

8.5 Time limits specified herein shall apply unless extended by mutual agreement in writing between the parties because of unusual cases, such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met, the matter in dispute shall be considered to have been abandoned.

ARTICLE 9

9.0 Arbitration

9.1 A grievance which is not settled as the result of the steps set forth in Article 8 and which meets all of the following qualifications may be arbitrated as hereinafter provided.

(a) The grievance was submitted in writing and signed by aggrieved employee within the time limit specified in Article 8, Step 1,

(b) The grievance was processed in accordance with each step of the procedure provided in Article 8,

(c) The issue involved in the grievance is limited to the application or interpretation of specific provisions in this Agreement, and

(d) The Union submits to the Site Manger a request in writing to arbitrate such grievance within 10 (10) working days after receipt of the Site Manger's decision as specified in Step 2 of Article 8.

Within ten (10) working days after the Company receives a written request for arbitration of a grievance which meets the above qualifications, each of the parties of this Agreement shall designate one (1) member to a Board of Arbitration.

9.2 The two arbitrators shall meet or confer within fifteen (15) working days after they have both been appointed and shall endeavor to reach satisfactory settlement of the grievance. If they should fail to reach an agreement, the Union shall request the designation of a third party within ten (10) working days from the date either arbitrator announces an impasse. Time limits specified herein shall apply unless extended by mutual agreement in writing between the parties. If the time limits specified herein or as extended by mutual agreement are not met, the matter in dispute shall be considered to have been abandoned

9.3 If the Company and Union arbitrators are unable to agree on a third party arbitrator, the third party arbitrator shall be selected from up to two (2) lists jointly requested by the Company and Union arbitrators from the Federal Mediation and Conciliation Service.

9.4 The Board of Arbitration shall have jurisdiction over only one issue at one time and grievances shall not be grouped or combined for submission to a single Board of Arbitration, unless the parties mutually agree to such combination or grouping.

9.5 The arbitration provisions contained herein will not be used by either of the parties for the purpose of amending, renewing or replacing in any manner the present Articles of Agreement. The Board of Arbitration shall have no authority to add to, subtract from, or ignore the terms hereof or to impose on any party hereto limitations or obligations not specifically provided for in this Agreement.

9.6 The arbitrators' decision shall be final and binding, but in the event either party feels that the arbitrators have exceeded their jurisdiction, the issue of whether or not jurisdiction has in fact been exceeded may be appealed to any court of competent jurisdiction for interpretation and decision.

9.7 The expense and compensation of the arbitrators selected by each party shall be borne by the respective parties. The expense and compensation of the third member of the Board of Arbitration shall be divided equally between the Company and the Union. The expense, wages and any other compensation of any witnesses called before the Board of Arbitration shall be borne by the party calling such witnesses.

ARTICLE 10

10.0 Vacations

10.1 During the first calendar year of employment, full-time employees scheduled to work at least 40 hours weekly will be eligible for up to forty (40) hours of vacation pay, provided they have been employed continuously for at least six months (employed prior to July 1st). These hours must be used prior to December 31st of the year employment begins.

10.2 Beginning with and during the second and each subsequent calendar year of employment through the year of their fourth anniversary, full-time, 40-hour per week employees will be eligible for eighty (80) hours of annual vacation with pay, to be taken prior to December 31st each year.

10.3 Beginning with the calendar year following their fourth anniversary with the Company and continuing through the year of their tenth anniversary, full-time, 40-hour per week employees will be eligible for one hundred and twenty (120) hours of annual vacation with pay, to be taken by December 31st each year.

10.4 Beginning with the calendar year following their tenth anniversary and each subsequent year with the Company, full-time, 40-hour per week employees will be eligible for one hundred and sixty (160) hours of annual vacation with pay, to be taken by December 31st each year.

10.5 Upon termination, employees who have given proper notice will be eligible to receive compensation for one-half of their unused annual vacation allotment if they terminate before July 1st. Employees terminating on or after July 1st receive their full unused annual vacation pay.

10.6 Vacation pay shall be at the straight-time rate for the employee's regular work schedule computed at their current classification.

10.7 Vacation periods shall not prevent efficient plant operation. Operating needs shall be controlling as to when a vacation may be taken.

10.8 An employee who qualified for vacation may take vacation in single or multiple days. By January 15th of each year, the Company will give each eligible employee an opportunity to submit first and second choices for vacation periods. These choices are to be submitted to the Company no later than January 31st of each year. So far as practicable, the Company will schedule vacations in the weeks requested. If there is a conflict in vacation dates involving two or more employees who cannot be spared at one time, preference will be given by seniority. Employees who do not have vacation choices turned in by January 31st shall lose seniority rights in regards to

vacation scheduling. By February 15th of each year, the Company will post on bulletin boards the vacation schedule for the balance of the year.

are on Company paid compensation or Short Term Disability up to thirteen (13) weeks. Vacation credits cease to accumulate while employees are on Company paid Long Term Disability.

10.12 After exhausting sick leave, employees on FMLA will be required to use one-half of their annual vacation allotment before electing leave without pay. If the employee is only taking Washington State Paid Family and Medical Leave (PFML), the employee may take vacation at the same time as a "supplemental benefit" to "top off" the benefits they receive under the Washington PFML.

ARTICLE 11

11.0 Holidays

11.1 For the purpose of this Article, the following holidays shall be recognized as paid eight (8) hour holidays:

| | |
|----------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| * Washington's Birthday | Day After Thanksgiving |
| *Memorial Day | Christmas Eve |
| Independence Day Labor Day | Christmas Day |
| Labor Day | Floating Holiday |

*To conform with the Federal Monday Holiday Law.

(a) For employees who are at the time of the holidays assigned to jobs which are scheduled to work on Saturdays or Sundays, or both, the above holidays will be recognized and observed on the actual calendar day on which they fall.

11.2 Floating Holidays shall be scheduled on fourteen (14) days advance notice to the Company. No more than one employee at a time may observe a Floating Holiday, unless authorized by the Company. As stated in Section 11.2, pay for a Floating Holiday is eight (8) hours of the employee's straight time pay.

11.3 Employees required to work on any of the recognized holidays above will be paid as follows

(a) One and one-half (1^{1/2}) times the straight-time rate for all hours worked,
plus

(b) Holiday pay equal to the straight-time rate for the number of hours worked on the holiday.

11.4 Employees absent the workday before or the workday after the holiday will not receive such compensation unless reasons for such absence are submitted to and accepted as bona fide reasons by the Company.

Employees scheduled to work on the holiday, but who fail to report to work will not receive such compensation unless the reasons for such absence are submitted to and accepted as bona fide reasons by the Company.

ARTICLE 12

12.0 Seniority

12.1 Seniority is defined as the length of time an employee has been continuously employed by the Company at the Richland Facility.

12.2 A new employee shall attain seniority after ninety (90) days of continuous employment with the Company in the bargaining unit, at which time the employee's Seniority shall date from the start of said ninety (90) days. An employee shall be considered probationary during the first ninety (90) days of continuous employment, and it is agreed that the Company has the sole right to layoff or otherwise terminate any probationary employee. The Company shall have the right to extend the initial probationary period for up to an additional ninety (90) days.

12.3 Layoffs due to lack of work will be made on the basis of least Divisional Seniority within each division, contingent upon the employees' ability to perform the required work. For layoff and recall rights each of the following shall constitute a division: (1) Maintenance, (2) Operators, (3) Site Workers and (4) Radiological Controls and Safety Technicians (RC&ST).

If a layoff occurs in Maintenance, Operators or RC&ST, the affected employee shall have the right to bump into the Site Workers classification if his/her seniority is higher than the lowest site worker.

12.4 Employees with more than one year seniority laid off due to lack of work will be rehired on the basis of the last person laid off will be the first rehired, provided the seniority protection period has not expired and provided the employee is qualified and has Division Seniority for filling the vacancy open.

12.5 In the event of layoff due to lack of work the Company will endeavor to notify employees to be laid off as far in advance as practicable. Employees will be given twenty-four (24) hours advance notice of layoff for lack of work or pay in lieu thereof at their straight-time rate for their regular scheduled days not worked at the Company's request.

12.6 Notice of available bargaining unit positions will be sent to employees on layoff by registered mail at their last known address filed with the Company. An employee will be given five

(5) calendar days from mailing in which to report to work. An employee may apply for up to an additional five (5) days to report to work and the Company shall consider the request. If the employee fails to report to work within the specified period without an excuse acceptable to the Company, all right to seniority protection specified above will be lost.

12.7 When an employee who is a member of the bargaining unit is or has been transferred or promoted to a job outside the unit, and later returns to the unit within a period of one (1) year, it shall be without loss of previous seniority and time spent outside the bargaining unit shall be credited to accumulated seniority. If return is after the one (1) year period, the time spent outside the bargaining unit will not count as accumulated seniority, however, previous years of service in the bargaining unit shall be re-credited for seniority purposes.

12.8 An employee's seniority and continuous service shall cease if the employee voluntarily quits; is laid off due to lack of work, and not rehired within one (1) year; is retired; or is discharged. Employees with one or more year's seniority who have been laid off due to a lack of work will not lose seniority if rehired within one (1) year of their layoff.

12.9 Job openings will be posted on the Union bulletin board and offered to employees within the bargaining unit.

12.10 Upon request, the Company will furnish the Union with an up-to-date seniority list at intervals not more frequently than ninety (90) days.

ARTICLE 13

13.0 Safety

13.1 All federal and state laws and regulations applicable to the Company's operation and safety rules and policies formally adopted by the Company shall be considered as part of this agreement.

13.2 The Company shall furnish necessary safety equipment and apparatus for the protection of employees as provided for in operational licenses and operation manuals.

13.3 Limits for radiation protection for employees working under this Agreement shall be those established by federal and/or state law and governmental licenses issued to the Company.

13.4 The Company shall allow each employee up to \$300.00 per pair of safety shoes per year.

13.5 The Company shall continue to furnish inclement weather protection.

13.6 In the event of damage to clothing resulting from unusual circumstances, such as radioactive contamination, the Company will reimburse the employee for such damage to then-clothing providing the damage is not due to the employee's own negligence.

ARTICLE 14

14.0 Bulletin Boards

14.1 The Company shall provide and maintain for the use of the Union one (1) bulletin board per lunchroom regularly utilized by members of the bargaining unit.

14.2 These boards shall be used for posting Union notices and information.

14.3 All notices shall be signed by a steward or Local Union officer and approved by the Site Manager. The steward shall be responsible for maintaining the bulletin board current, neat and orderly.

ARTICLE 15

15.0 Non-Discrimination

15.1 Reference to gender in this Agreement shall be considered as applying equally to both male and female employees.

15.2 The Company shall not discriminate against or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union.

15.3 The Company and the Union do not discriminate against any person in an employment relationship. It is our policy to ensure that all applicants and employees are treated without regard to race, color, religion, sex, age, national origin, disability, veteran's status or reservist status in any employment action.

ARTICLE 16

16.0 Validity and Applicability

16.1 If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.

16.2 This Agreement is subject to all applicable Federal and State Laws and any rules and regulations issued pursuant thereto.

ARTICLE 17

17.0 Non-bargaining unit personnel may operate equipment normally assigned to bargaining unit personnel except in the following circumstances:

(a) Operation of the equipment would deprive a bargaining unit member of an opportunity to qualify on that equipment; and

(b) At the time the equipment needs to be operated the bargaining unit member is available to operate the equipment without any disruption to the Company's operation.

(c) Non-bargaining unit personnel will not perform unit work if that would cause a layoff or demotion of bargaining unit personnel.

ARTICLE 18

18.0 Paydays

19.1 Wages will be paid every other Friday by the Company directly depositing the sum due in every employee's account at such bank or credit union as is designated, in writing, by the employee. It is understood that any delay in crediting the employee's account because of delay in bank transmission is not the responsibility of the Company. All employees are required to establish direct deposit of payroll before their first pay day.

ARTICLE 19

19.0 Travel Allowance

19.1 Employees may be temporarily assigned to work locations outside their normal work location. The Company shall provide travel, board and lodging.

19.2 Time spent traveling will be paid for at the applicable rate of pay, up to eight (8) hours or ten (10) hours per day, depending on the employee's regularly-scheduled shift.

19.3 Method of travel shall be determined by the Company.

ARTICLE 20

20.0 Term of Agreement

20.1 This Agreement shall become of full force and effect on March 1, 2020, and continue through February 28, 2025. Thereafter, the contract shall renew itself automatically from year to year unless either party gives notice to the other at least sixty (60) days prior to the termination or anniversary date of its desire to modify, amend or terminate the Agreement. If notice is given to terminate the Agreement, the Agreement shall end on the anniversary or termination date.

ARTICLE 21

ARTICLE 21

21.0 Wage Rates and Classifications

| | <u>Upon Receipt of Signed Agreement Retro to March 1, 2020</u> | <u>March 1, 2021</u> | <u>March 1, 2022</u> | <u>March 1, 2023</u> | <u>March 1, 2024</u> |
|----------------------|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | <u>3%</u> | <u>2.8%</u> | <u>2.8%</u> | <u>2.8%</u> | <u>3.25%</u> |
| Site Worker | | | | | |
| Start | 27.93 | 28.71 | 29.52 | 30.34 | 31.33 |
| 6 months | 28.52 | 29.32 | 30.14 | 30.98 | 31.99 |
| 1 year | 29.22 | 30.04 | 30.88 | 31.74 | 32.78 |
| (+equip) | | | | | |
| 2 years | 31.75 | 32.64 | 33.55 | 34.49 | 35.61 |
| (+equip) | | | | | |
| (RC & ST) | | | | | |
| Start | 38.35 | 39.42 | 40.53 | 41.66 | 43.02 |
| Qualification | 40.49 | 41.62 | 42.79 | 43.99 | 45.42 |
| 1 year | 42.01 | 43.19 | 44.40 | 45.64 | 47.12 |
| Operator | | | | | |
| Start | 38.35 | 39.42 | 40.53 | 41.66 | 43.02 |
| 1 year | 40.54 | 41.68 | 42.84 | 44.04 | 45.47 |
| Mechanic | | | | | |
| Start | 35.38 | 36.37 | 37.39 | 38.44 | 39.69 |
| 1 year | 37.11 | 38.15 | 39.22 | 40.32 | 41.63 |
| 2 years | 39.52 | 40.63 | 41.76 | 42.93 | 44.33 |
| 3 years | 41.04 | 42.19 | 43.37 | 44.58 | 46.03 |
| Maintenance | | | | | |
| Start | 29.63 | 30.46 | 31.31 | 32.19 | 33.24 |
| 1 year | 32.56 | 33.47 | 34.41 | 35.37 | 36.52 |
| 2 years | 36.30 | 37.32 | 38.36 | 39.44 | 40.72 |
| Oiler | | | | | |
| Start | 30.35 | 31.20 | 32.07 | 32.97 | 34.04 |
| 1 year | 33.20 | 34.13 | 35.09 | 36.07 | 37.24 |
| 2 years | 38.39 | 39.46 | 40.57 | 41.71 | 43.06 |

Site workers will be paid an additional 35¢ per hour for qualification on each of eight (8) pieces of equipment.

Site workers who are certified to operate a crane and are asked by the Company to operate a crane, will receive Starting Operator pay for the time operating the crane. The Company shall not use this language to avoid promoting a site worker to an operator.

There shall be one employee designated as a lead employee for operations employees; one employee designated as lead employee for maintenance employees; and one lead for RC & ST employees. The Company shall have the sole right to select and designate the lead employees. Lead employees will be paid an additional 25¢.

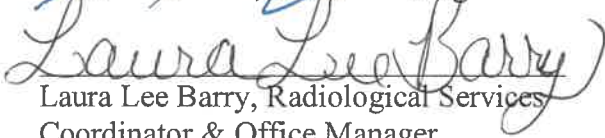
IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this _____ day of _____, 2020.

FOR THE COMPANY
US Ecology Washington



Michael R. Ault, General Manager



Laura Lee Barry, Radiological Services
Coordinator & Office Manager

Dated:

12 Feb 2020

FOR THE UNION

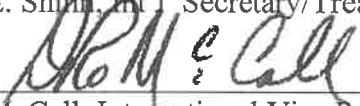
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union, for
itself and on behalf of its Local 12-369 (12)




Thomas M. Conway, International President



John E. Shim, Int'l Secretary/Treasurer



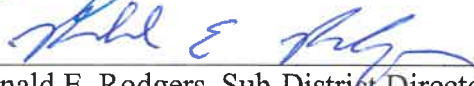
D.R. McCall, International Vice President
(Administration)



Fred Redmond, International Vice President
(Human Affairs)




Gaylan Z. Prescott, Director, District 12



Ronald E. Rodgers, Sub-District Director



James M. Kilborn, Staff Representative



Pete A. Gomez, President, USW Local 12-369



Scot Baumgarten, Negotiating Committee



Joaquin Cisneros, Negotiating Committee

APPENDIX A
WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE

The Washington State Paid Family and Medical Leave will be administered in a manner that is consistent with state law. Should any part of the law or implementing regulations be amended, this section will be automatically changed to reflect those changes. Paid Family and Medical Leave is funded through premiums paid by employers and employees. The premium is 0.4% of each employee's gross wages, up to the Social Security cap. The employee shall contribute 63.333% of the 0.4% through deductions from gross wages that will be remitted to the State of Washington. Example:

An employee earned \$2,500 gross pay in a single pay period. The premium is 0.4% in 2019.

- First, calculate the employee's total premium. $\$2500 * .004 = \10
- Second, calculate the employee share by multiplying total premium by .6333.
Employee share = $\$10 \times .6333 = \6.33

\$6.33 is the total employee share of the premium.

Eligibility: An employee who worked at least 820 hours in Washington in four of the past five quarters will be covered. (The hours worked do not need to be for the same employer for eligibility purposes.)

Eligible employees are entitled to the following leave, which will run concurrently with the Federal Family and Medical Leave (FMLA), when the employee is eligible for both:

- **Family Leave:** An employee can take up to 12 weeks of paid family leave, which includes caring for a newborn or newly-adopted child or a family member with a serious health condition, which includes a child, spouse, domestic partner, parent, parent-in-law, sibling, grandparent, or grandchild. Employees can also take time to be with a family member injured in military service, or to deal with exigencies of military deployment.
- **Medical Leave:** An employee can take up to 12 weeks of paid medical leave, which can only be used for the employee's own serious health condition, with an additional 2 weeks available for pregnancy complications.

Waiting Period: For all leaves except birth or placement of a child, there is a 7-calendar day waiting period before an employee will be eligible for PFML benefits.

Leave Benefits: To receive benefits under the state program, an employee must file a claim with ESD, notify the employer of the request, and meet certain eligibility requirements. If ESD approves the application, ESD pays benefits for the duration of the leave of absence directly to the employee. The amount an employee receives is a percentage of the employee's weekly wages, up to \$1,000 per week.

Notice - An employee must provide at least thirty days' written notice before paid family or medical leave is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition.

(a) An employee must provide written notice as soon as is practicable when thirty days' notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency.

(b) An employee must provide written notice as soon as is practicable for foreseeable leave due to a qualifying military exigency, regardless of how far in advance such leave is foreseeable.

(c) Whether paid family or medical leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the employer as soon as is practicable if dates of the scheduled leave change, are extended, or were initially unknown.

As a condition of restoration for an employee who has taken medical leave, the employer may require each such employee to receive certification from the employee's health care provider that the employee is able to resume work.