



This report is mandatory under P.L. 86-257 as amended. Failure to comply may result in criminal prosecution, fines and civil penalties as provided by 29 U.S.C. 439, 440.

Required of Persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended (LMRDA).

File No.

C. 313

A. Person Filing

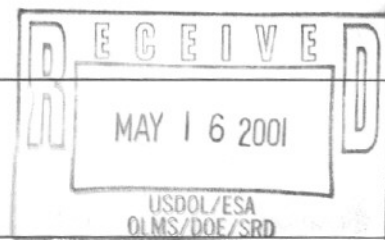
| | | |
|--|--|---|
| 1. Name and mailing address (include ZIP code): Frank S. Wesson, President Pacific N.W. Employee Relations Assoc., Inc. 1750 SW Skyline Blvd. #220, Portland OR 97221 | | 2. Any other address where records necessary to verify this report are kept: N/A |
| 3. Date fiscal year ends: 12/31/01 | 4. Type of person: a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input checked="" type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify): | |

B. Nature of Agreement or Arrangement

| | |
|--|---|
| 5. Full name and address of employer with whom made (include ZIP code): Waste Management Inc. 801 Second Avenue #614 Seattle, WA 98104 | 6. Date entered into: March 30, 2001 |
| 7. Names of persons through whom made: Duane C. Woods, Esq. | |
| 8. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly: a. <input checked="" type="checkbox"/> To persuade employees to exercise or not to exercise, or persuade employees as to the manner or exercising, the right to organize collectively through representatives of their own choosing. b. <input type="checkbox"/> To supply and employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding. | |
| 9. Terms and conditions (Explain in detail; see Part B-9 of instructions): To engage in persuader activity as defined by the LMRDA at \$185.00 per hour. See attached letter of agreement. | |

C. Specific Activities to be Performed

| | |
|--|--------------------------------|
| 10. For each activity, separately list in detail the information required (See Part C-10 of instructions): a. Nature of activity: Prepared handouts and met with employees regarding Union Constitution and By-Laws; Union finances; Local 58's Collective Bargaining Agreements; the process of collective bargaining; strikes; company and Teamster benefit packages; and voting process. | |
| b. Period during which performed: March 30-April 27, 2001 | c. Extent performed: See a. |
| d. Names and addresses of persons through whom performed: Chris Carey, Facility Manager 2280 Goble Road St. Helens, OR 97051 | |
| 11. Identify (a) Subject employees, groups of employees, and (b) labor organizations: 7 truck drivers and Transfer Station employees Teamsters Union Local No. 58 811 Washington Way Longview, WA 98632 | |



D. Verification and Signature. The person in item 1 above and each of his undersigned authorized officers declares, under penalty of law, that all information in this report, including all attachments incorporated therein or referred to in this report, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

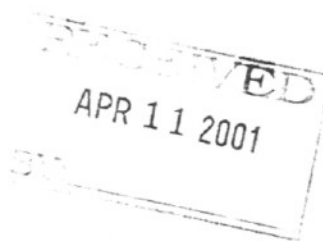
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|---|---|
| Signed: (If other title, cross out and write in correct title above.) City State Date at: Portland, Oregon on: | Signed: (If other title, cross out and write in correct title above.) City State Date at: Portland, Oregon on: |
| President | Treasurer |

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Labor Management Standards, Department of Labor, Room N5625, 200 Constitution Avenue, N.W., Wash., D.C. 20210; and to the Office of Management and Budget, Paperwork Reduction Project (1214-0001), Wash., D.C. 20503.



DUANE C. WOODS

VICE PRESIDENT & AREA GENERAL COUNSEL, WESTERN AREA
DIRECT (206) 264-3060 FAX (206) 264-8212



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WASTE MANAGEMENT

801 Second Avenue, Suite 614
Seattle, WA 98104
(206) 264-8207
(206) 264-8212 Fax

April 9, 2001

Frank S. Wesson, Esq.
1750 SW Skyline Blvd.
Suite 220
Portland, OR 97221-2545

Re: Columbia County Operations-Labor
2000-001502

Dear Mr. Wesson:

We are pleased that you and your firm have agreed to represent Waste Management's Columbia County Operations (the Company) as counsel in connection with the above referenced lawsuit. It is our understanding that you have determined that your firm has no conflicts of interest relating to your representation of the Company in this matter and that you are prepared to proceed with this representation.

We have found that it is mutually beneficial to set forth, at the outset of each particular representation, the role and responsibilities of both client and law firm. That is the purpose of this letter and of the separate Standard Guidelines for Outside Counsel, a copy of which is enclosed with this letter. If there are any matters contained in this letter or in the Standard Guidelines that are not agreeable, please call me immediately.

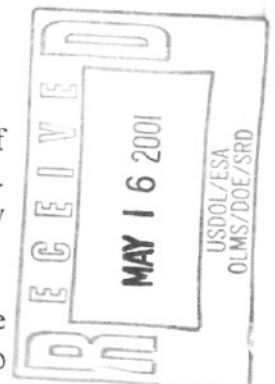
Client

The clients for this engagement are Columbia County Operations, District #1514.

Scope of Engagement

I will be the Waste Management attorney who will manage this matter on behalf of the clients. Please consult with me prior to taking any action not previously authorized. Copies of all significant materials received or sent on this matter should be sent to my attention.

You are designated as the contact attorney for your firm on this engagement. We will rely on you to supervise each of the lawyers and other personnel at your firm who



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work on this engagement and to regularly report to me regarding the status and progress of this matter. Any proposed change of contact attorneys must be approved by me in advance. As counsel for the Company, you will represent Waste Management' Columbia County Operations in this matter. This engagement will include only the matters referenced in this letter and any additional matters and responsibilities that are made part of the engagement by written supplement to this letter.

This is not an exclusive engagement, and the Company is free to retain other counsel at its choosing. You and your firm will be disqualified from representing any other client with interests materially and directly adverse to those of the Company (i) in any matter that is substantially related to your representation of the Company and (ii) with respect to any matter where there is a reasonable probability that confidential information furnished to you by the Company could be used to its disadvantage. We understand and agree that you are free to represent other clients to the extent that such representations do not create a conflict of interest with the Company as set forth in the preceding sentence.

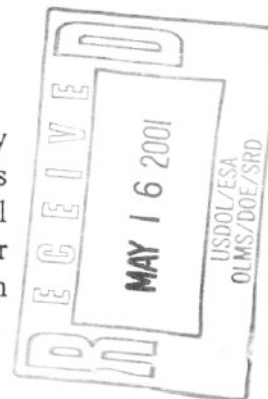
Cooperation

In order to enable you effectively to render that legal services contemplated, the Company will disclose fully and accurately all material facts and keep you informed of all material developments relating to this matter. The Company will cooperate fully with you and make its representatives available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. Please attempt to schedule depositions, hearings, etc., to serve the convenience of the Company representatives.

You will make your best efforts to achieve a result in this matter that is satisfactory to the Company. However, we acknowledge that you make no promises or guarantees concerning the outcome of this campaign. Please provide me with drafts of all significant pleadings, briefs, and motions within a reasonable time prior to filing. We will review the drafts and provide comments as our time allows. A filing deadline, however, should not be missed in waiting for our response. Additionally, please copy me with all significant pleadings and correspondence relating to the matter received by you.

Fees

For this matter, your fees will be based on the usual and customary time spent by the lawyers and paralegal personnel who work on this matter at your standard rates unless otherwise agreed. As a condition to this engagement, please furnish me with a list of all attorneys and paralegal personnel who will be assigned to the engagement, with their respective hourly billing rates. Any changes in billing rates must be approved by me in advance. Your fees should, in all respects, otherwise conform to the Standard Guidelines.



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Other Charges

We recognize that there may be other charges for items incident to the performance of your legal services, such as photocopying, messengers, long-distance telephone calls, facsimile transmissions, and postage. These items should be charged in accordance with Standard Guidelines.

Withdrawal or Termination

Our relationship is based upon mutual consent. The Company may terminate the representation at any time, with or without cause, by notifying you. Termination of your services will not affect the Company's responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

Likewise, we recognize that you are subject to the rules of professional conduct for the jurisdictions in which you practice, which list several types of conduct or circumstances that require or allow you to withdraw from representing a client, including for example, fundamental disagreements and conflicts of interest with another client. You will use your best efforts, in advance, to identify and then discuss with us any situation that may lead to your withdrawal; and if withdrawal becomes necessary, you will give us written notice of your withdrawal. If you elect to withdraw for any reason, you will be entitled to be paid for all services rendered and other charges accrued on the Company's behalf as of the date of the withdrawal.

Conclusion

If the foregoing, including the items set forth in the Standard Guidelines, correctly reflects your understanding of the terms and conditions of your representation, please execute the enclosed copy of this letter in the space provided below and return it to me. Space is also provided for a listing of the attorneys and paralegals assigned to the matter with their billing rates.



Sincerely,

Diane C. Woods /njr

DCW

Enclosure: Standard Guidelines for Outside Counsel

ACCEPTED: April 12, 2001

(Firm Name)

By:

Attorneys and paralegals assigned to this case:

NAME _____

RATE

FRANK J. WESSON

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§ _____

